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सं. 13] नई दिल्ली, अप्रैल 6—अप्रैल 12, 2025, शनिवार/चैत्र 16—चैत्र 22, 1947
No. 13] NEW DELHI, APRIL 6—APRIL 12, 2025, SATURDAY/CHAITRA 16—CHAITRA 22, 1947

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

विदेश मन्त्रालय

(सी.पी.वी. प्रभाग)

नई दिल्ली, 1 अप्रैल, 2025

का.आ. 566.—राजनयिक और कौंसुलीय अधिकारी (शपथ एवं फीस) के अधिनियम, 1948 की धारा 2 के खंड (क) केअनुसरण में वैधानिक आदेश ।

एतद्वारा, सरकार भारत के महावाणिज्य दूतावास, हो ची मिन्ह सिटी में श्री दीपक यादव, वैयक्तिक सहायक, को अप्रैल 01, 2025 से सहायक कांसुलर अधिकारी के तौर पर कांसुलर सेवाओं के निर्वहन के लिए प्राधिकृत करती है।

[फा. सं. टी. 4330/01/2025(14)]

एस.आर.एच. फहमी, निदेशक (सीपीवी)

MINISTRY OF EXTERNAL AFFAIRS**(CPV Division)**

New Delhi, the 1st April, 2025

S.O. 566.—Statutory Order in pursuance of the clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and fees) Act, 1948 (41 of 1048), the Central Government hereby appoints Mr. Deepak Yadav, Personal Assistant as Assistant Consular Officer in the Consulate General of India, Ho Chi Minh City, to perform the consular services as Assistant Consular Officer with effect from April 01, 2025.

[F. No. T. 4330/01/2025(14)]

S.R.H FAHMI, Director (CPV)

नई दिल्ली, 7 अप्रैल, 2025

का.आ. 567.—राजनयिक और कौंसुलीय अधिकारी (शपथ एवं फीस) के अधिनियम, 1948 की धारा 2 के खंड (क) के अनुसरण में वैधानिक आदेश।

एतद्वारा, केंद्र सरकार भारतीय उच्चायोग, लंदन में श्री दरवान सिंह रावत, कनिष्ठ सचिवालय सहायक, को अप्रैल 07, 2025 से सहायक कांसुलर अधिकारी के रूप में कांसुलर सेवाओं का निर्वहन करने के लिए अधिकृत करती है।

[फा. सं. टी. 4330/01/2025(15)]

एस.आर.एच. फहमी, निदेशक (सीपीवी)

New Delhi, the 7th April, 2025

S.O. 567.—Statutory Order in pursuance of clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and fees) Act, 1948 (41 of 1048), the Central Government hereby appoints Shri Darwan Singh Rawat, Junior Secretariat Assistant in the High Commission of India, London as Assistant Consular Officer to perform Consular services with effect from April 07, 2025.

[F. No. T. 4330/01/2025(15)]

S.R.H FAHMI, Director (CPV)

उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय**(खाद्य और सार्वजनिक वितरण विभाग)**

नई दिल्ली, 27 मार्च, 2025

का.आ. 568.—केन्द्रीय सरकार राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप नियम (4) के अनुसरण में उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय (खाद्य और सार्वजनिक वितरण विभाग) के प्रशासनिक नियंत्रणाधीन निम्नलिखित कार्यालयों, जिनके 80 प्रतिशत या उससे अधिक कर्मचारीवृन्द ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को राजपत्र में अधिसूचित करती है:-

क्र.सं.	अधिसूचित किए जाने वाले कार्यालय
1.	भारतीय खाद्य निगम, मंडल कार्यालय, तारनाका
2.	भारतीय खाद्य निगम, मंडल कार्यालय, करीमनगर
3.	भारतीय खाद्य निगम, मंडल कार्यालय, निज़ामाबाद

4.	भारतीय खाद्य निगम, मंडल कार्यालय, नालगोंडा
5.	भारतीय खाद्य निगम, मंडल कार्यालय, वारंगल

[फा. सं. ई-11011/1/2008-हिंदी(321924)]

राजेन्द्र कुमार, संयुक्त सचिव

MINISTRY OF CONSUMER AFFAIRS, FOOD & PUBLIC DISTRIBUTION**(Department of Food & Public Distribution)**

New Delhi, the 27th March, 2025

S.O. 568.—In pursuance of sub-rule (4) of Rule 10 of the Official Language (use for official purpose of the Union) Rules, 1976, the Central Government hereby notifies the following offices under the administrative control of the Ministry of Consumer Affairs, Food & Public Distribution (Department of Food & Public Distribution), whereof 80% or more staff have acquired the working knowledge of Hindi:

Sl. No.	Offices to be notified
1	Food Corporation of India, Divisional Office, Tarnaka
2	Food Corporation of India, Divisional Office, Karimnagar
3	Food Corporation of India, Divisional Office, Nizamabad
4	Food Corporation of India, Divisional Office, Nalgonda
5	Food Corporation of India, Divisional Office, Warangal

[F. No. E-11011/1/2008-Hindi(321924)]

RAJENDER KUMAR, Jt. Secy.

श्रम और रोजगार मंत्रालय**(हिन्दी अनुभाग)**

नई दिल्ली, 25 मार्च, 2025

का.आ. 569.—केंद्र सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 (यथा संशोधित, 1987) के नियम 10 के उप-नियम (4) के अनुसरण में, श्रम और रोजगार मंत्रालय के प्रशासकीय नियंत्रणाधीन निम्नलिखित कार्यालयों को, जिनके 80 प्रतिशत से अधिक कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, एतद्वारा अधिसूचित करती है:

1. कर्मचारी भविष्य निधि संगठन, आंचलिक कार्यालय, बिहार एवं झारखंड, पटना
2. कर्मचारी भविष्य निधि संगठन, आंचलिक कार्यालय, केरल एवं लक्षद्वीप, तिरुवनंतपुरम
3. कर्मचारी भविष्य निधि संगठन, आंचलिक कार्यालय, ओडिशा, भुवनेश्वर
4. कर्मचारी भविष्य निधि संगठन, आंचलिक कार्यालय, आंध्र प्रदेश, विजयवाडा
5. कर्मचारी भविष्य निधि संगठन, क्षेत्रीय कार्यालय, अलवर

[फा. सं. ई-11016/1/2022-रा.भा.नी]

नागेश कुमार सिंह, उपमहानिदेशक

MINISTRY OF LABOUR AND EMPLOYMENT**(Hindi Section)**

New Delhi, the 25th March, 2025

S.O. 569.—In pursuance of Sub-Rule (4) of Rule 10 of the Official Language (Use for official purposes of the Union) Rules, 1976 (as amended, 1987) the Central Government hereby notifies the following offices under the administrative control of the Ministry of Labour & Employment, more than 80% Staff whereof have acquired working knowledge of Hindi:-

1. Employees' Provident Fund Organization, Regional Office, Bihar and Jharkhand, Patna
2. Employees' Provident Fund Organization, Regional Office, Kerala and Lakshadweep, Thiruvananthapuram
3. Employees' Provident Fund Organization, Regional Office, Odisha, Bhubaneswar
4. Employees' Provident Fund Organization, Regional Office, Andhra Pradesh, Vijayawada
5. Employees' Provident Fund Organization, Regional Office, Alwar.

[F. No. E-11016/1/2022-RBN]

NAGESH KUMAR SINGH, Dy. Director General

नई दिल्ली, 25 मार्च, 2025

का.आ. 570.—केंद्र सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 (यथा संशोधित, 1987) के नियम 10 के उप-नियम (4) के अनुसरण में, श्रम और रोजगार मंत्रालय के प्रशासकीय नियंत्रणाधीन निम्नलिखित कार्यालयों को, जिनके 80 प्रतिशत से अधिक कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, एतद्वारा अधिसूचित करती है:

1. कर्मचारी राज्य बीमा निगम अस्पताल, रावाभाटा, रायपुर (छत्तीसगढ़)
2. कर्मचारी राज्य बीमा निगम उप क्षेत्रीय कार्यालय, मैसूर, (कर्नाटक)

[फा. सं. ई-11016/1/2022-रा.भा.नी]

नागेश कुमार सिंह, उपमहानिदेशक

New Delhi, the 25th March, 2025

S.O. 570.—In pursuance of Sub-Rule (4) of Rule 10 of the Official Language (Use for official purposes of the Union) Rules, 1976 (as amended, 1987) the Central Government hereby notifies the following offices under the administrative control of the Ministry of Labour & Employment, more than 80% Staff whereof have acquired working knowledge of Hindi:-

1. Employees' State Insurance Corporation Hospital, Rawabhata, Raipur (Chhattisgarh)
2. Employees' State Insurance Corporation, Sub-Regional Office, Mysuru (Karnataka)

[F. No. E-11016/1/2022-RBN]

NAGESH KUMAR SINGH, Dy. Director General

नई दिल्ली, 25 मार्च, 2025

का.आ. 571.—एतद्वारा भारत के राजपत्र में प्रकाशित इस मंत्रालय की दिनांक 09 मार्च 2022 की समसंख्यक अधिसूचना के हिन्दी संस्करण में क्रम संख्या 27 एवं 29 में तथा अंग्रेजी संस्करण में क्रम संख्या 05, 11, 27 और 29 में कार्यालयों के नाम को निम्नानुसार पढ़ा जाए:

क्रम संख्या	के लिए	पढ़ा जाए
27.	कर्मचारी भविष्य निधि संगठन, क्षेत्रीय कार्यालय, म.प्र एवं छ.ग. भोपाल	कर्मचारी भविष्य निधि संगठन, आंचलिक कार्यालय, म.प्र एवं छ.ग. भोपाल
29.	कर्मचारी भविष्य निधि संगठन, क्षेत्रीय कार्यालय, हुबल्ली	कर्मचारी भविष्य निधि संगठन, आंचलिक कार्यालय, हुबल्ली

क्रम संख्या	के लिए	पढ़ा जाए
05	Employees' Provident Fund Organisation, Chandigarh	Employees' Provident Fund Organisation, Zonal Office, Chandigarh
11	Employees' Provident Fund Organisation, Mumbai-II, Thane	Employees' Provident Fund Organisation, Zonal Office, Mumbai-II, Thane
27	Employees' Provident Fund Organisation, Regional Office, Madhya Pradesh and Chhattisgarh, Bhopal	Employees' Provident Fund Organisation, Zonal Office, Madhya Pradesh and Chhattisgarh, Bhopal
29	Employees' Provident Fund Organisation, Regional Office, Hubli	Employees' Provident Fund Organisation, Zonal Office, Hubli

[फा. सं. ई-11016/1/2022-रा.भा.नी]

नागेश कुमार सिंह, उपमहानिदेशक

New Delhi, the 25th March, 2025

S.O. 571.—In this Ministry's notification of even number dated March 9, 2022, published in the Gazette of India, the names of the offices in the Hindi version in serial numbers 27 and 29, and in the English version in serial numbers 05, 11, 27, and 29 may be read as follows:

Sr.No.	For:	Read:
27.	कर्मचारी भविष्य निधि संगठन, क्षेत्रीय कार्यालय, म.प्र एवं छ.ग. भोपाल	कर्मचारी भविष्य निधि संगठन, आंचलिक कार्यालय, म.प्र एवं छ.ग. भोपाल
29.	कर्मचारी भविष्य निधि संगठन, क्षेत्रीय कार्यालय, हुबल्ली	कर्मचारी भविष्य निधि संगठन, आंचलिक कार्यालय, हुबल्ली

Sr.No.	For:	Read:
05	Employees' Provident Fund Organisation, Chandigarh	Employees' Provident Fund Organisation, Zonal Office, Chandigarh
11	Employees' Provident Fund Organisation, Mumbai-II, Thane	Employees' Provident Fund Organisation, Zonal Office, Mumbai-II, Thane
27	Employees' Provident Fund Organisation, Regional Office, Madhya Pradesh and Chhattisgarh, Bhopal	Employees' Provident Fund Organisation, Zonal Office, Madhya Pradesh and Chhattisgarh, Bhopal
29	Employees' Provident Fund Organisation, Regional Office, Hubli	Employees' Provident Fund Organisation, Zonal Office, Hubli

[F. No. E-11016/1/2022-RBN]

NAGESH KUMAR SINGH, Dy. Director General

नई दिल्ली, 3 अप्रैल, 2025

का.आ. 572.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधन, संबंधित नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण/श्रम न्यायालय जयपुर के पंचाट (आई टी केस नं 57/1995 सी आई एस नं 47/2014) प्रकाशित करती है।

[सं. एल - 12012/130/94- आई आर (बी-1)]

सलोनी, उप निदेशक

New Delhi, the 3rd April, 2025

S.O. 572.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. IT Case No.57/1995, CIS No. 47/2014) of the *Indus.Tribunal-cum-Labour Court Jaipur* as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen.

[No. L-12012/130/94- IR(B-I)]

SALONI, Dy. Director

अनुलग्नक**केन्द्रीय औद्योगिक न्यायाधिकरण, जयपुर, राजस्थान****Presiding Officer** : Rekha Bhargava, RJS (DJ Cadre)**Central IT Case No.** : 57/1995**CIS No.** : 47/2014**रैफरेंस:** केन्द्र सरकार, श्रम मंत्रालय, नई दिल्ली का आदेश क्रमांक

एल-12012/130/94- आई.आर.(बी-3) दिनांक 28.8.1995

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भरत सिंह, निवासी- पोस्ट- करनसर, वाया रेनवाल, जिला- जयपुर।

— प्रार्थी

बनाम

1. शाखा प्रबंधक, भारतीय स्टेट बैंक, सिंधी कॉलोनी, बनीपार्क, जयपुर।

— अप्रार्थी

उपस्थित

प्रार्थी की ओर से : श्री आर. सी. जैन

अप्रार्थी की ओर से : श्री यशपाल गर्ग

अवार्ड दिनांक : 12.11.2024**अवार्ड**

भारत सरकार के श्रम मंत्रालय की उपरोक्त आज्ञा क्रमांक से निम्न अनुसूची का विवाद अधिनिर्णय हेतु इस अधिकरण को प्राप्त हुआ है —

- 1- “Whether the action of the management of SBI represented through its Branch Manager, Sindhi colony, Banipark, Jaipur in not accepting the application on 27-6-1991 made by the workman shri Bharat Singh, a canteen boy/messenger for regular post of sub-staff and thereby his non selection on a post of sub-staff is proper and valid? If not, to what relief the workman is entitled to?”

प्रकरण दर्ज किया जाकर उभय पक्षों को नोटिस जारी किये गये। प्रार्थी की ओर से दिनांक 20.4.1998 को स्टेटमेंट ऑफ क्लेम पेश कर अभिकथन किया कि प्रार्थी की नियुक्ति विपक्षी के अधीन दिनांक 1.2.84 को केन्टीन बॉय के रूप में हुई थी। प्रार्थी ने विपक्षी के अधीन 13.2.88 तक निरन्तर कार्य किया। इस अवधि में प्रार्थी से समय-समय पर संदेशवाहक का कार्य भी लिया गया। प्रार्थी को दिनांक 14.2.88 को सेवामुक्त कर दिया गया। प्रार्थी द्वारा अपनी सेवामुक्ति के संबंध में उस समय कोई विवाद नहीं उठाया गया। अप्रार्थी बैंक तथा ऑल इण्डिया स्टेट बैंक ऑफ इण्डिया स्टाफ फेडरेशन के बीच दिनांक 27.10.88 को एक समझौता हुआ। इस समझौते के अनुसार अधीनस्थ श्रेणी के दैनिक वेतनभोगी मजदूरों की संदेशवाहक/ फर्लाश/केस कुली/स्वीपर/गार्ड आदि की पूर्णकालिक या अंशकालिक रिक्तियों पर स्थाई नियुक्ति दिये जाने का अवसर दिया जाना था। इस समझौते के अनुरूप कार्मिक प्रबंधक, भारतीय स्टेट बैंक, नई दिल्ली द्वारा जस्थान पत्रिका में दिनांक 1.5.91 को विज्ञापन प्रकाशित कर पात्र उम्मीदवारों से आवेदन पत्र मांगे गये। प्रार्थी द्वारा अपना आवेदन अप्रार्थी को दिये जाने के बावजूद आगे अग्रेषित नहीं किया गया और प्रार्थी का आवेदन यह कहते हुये लौटा दिया कि वह प्रार्थना पत्र प्रस्तुत करने हेतु पात्र नहीं है। जबकि प्रस्तुत विज्ञापन दिनांक 1.5.91 में केन्टीन बॉय जिनकी सेवाएं मैसेंजर के रूप में ली गई, पात्र नहीं होगा, इस संबंध में कोई उल्लेख नहीं था। बैंक द्वारा दिनांक 15.6.91 के स्पष्टीकरण में केन्टीन बॉय जिन्होंने मैसेंजर के रूप में कार्य किया हो, के आवेदन भी अग्रेषित करने के निर्देश दिये जाने पर भी प्रार्थी का आवेदन अग्रेषित नहीं किया गया। जिससे प्रार्थी को साक्षात्कार में नहीं बुलाया गया और प्रार्थी से जूनियरों का चयन कर लिया गया। अंत में प्रार्थी द्वारा उसका प्रार्थना पत्र अग्रेषित नहीं किया जाना पूर्णतया अनुचित एवं अवैध होने तथा प्रार्थी को चयनित किये जाने तथा उसी तिथि से सब स्टाफ के रूप में नियुक्ति पाने का अधिकारी घोषित करने तथा समस्त आर्थिक व अन्य लाभ दिलाये जाने की प्रार्थना की है।

अप्रार्थी की ओर से जवाब प्रस्तुत कर प्रारम्भिक आपत्ति करते हुये कथन किया है कि प्रार्थी द्वारा प्रस्तुत विवाद औद्योगिक विवाद अधिनियम के अन्तर्गत नहीं आता है। प्रार्थी का विपक्षी बैंक से कर्मकार व नियोजक का संबंध नहीं है। प्रार्थी अधिनियम की धारा 2(3) के अन्तर्गत कर्मकार नहीं है। गुणावगण पर कथन किया है कि प्रार्थी श्रमिक की कभी भी विपक्षी बैंक में कैंटीन बॉय के रूप में नियुक्ति नहीं हुई थी। प्रार्थी द्वारा कभी भी विपक्षी बैंक में दिनांक 1.2.84 से 13.2.88 तक किसी प्रकार का कोई संदेशवाहक अथवा अन्य कार्य नहीं किया गया। प्रार्थी की नियुक्ति स्थानीय कार्यान्वयन समिति द्वारा की गई थी, जिस पर विपक्षी बैंक का कोई नियंत्रण नहीं होता है। प्रार्थी द्वारा कैंटीन बॉय के रूप में समिति के सदस्यों/बैंक कर्मचारियों/आगतुकों के लिये चाय बनाने, सफ़ाई करने आदि का काम किया जाता था, जिसका भुगतान समिति द्वारा प्रार्थी को अदा किया जाता था। प्रार्थी द्वारा प्रस्तुत विवाद अधिनियम के प्रावधानों के अन्तर्गत चलने योग्य नहीं है। विपक्षी बैंक व ऑल इण्डिया स्टेट बैंक ऑफ़ इण्डिया स्टाफ़ फ़ैडरेशन के मध्य हुआ समझौता प्रार्थी पर लागू नहीं होता है क्योंकि प्रार्थी द्वारा कभी भी विपक्षी बैंक में कैंटीन बॉय तथा संदेश वाहक का कार्य नहीं किया गया। विपक्षी बैंक द्वारा उक्त समझौते के तहत जिन अंशकालीन, पूर्णकालिक, दैनिक मजदूर जिन्होंने 1 कलेण्डर वर्ष में 240 दिवस और दिनांक 31.7.88 तक 36 कलेण्डर महीनों में 270 दिवस या कलेण्डर वर्ष में 30 दिन की कुल अस्थाई सेवा या 1.7.75 के बाद और 31.7.88 तक 36 कलेण्डर महीनों में कम से कम 70 दिन की अस्थाई सेवा की हो, को ही बैंक नियुक्ति के लिये पात्र मानते हुये आवेदन मांगे गये थे। प्रार्थी व विपक्षी बैंक के मध्य कर्मकार नियोजक का संबंध नहीं था। अंत में प्रार्थी का क्लेम खारिज किये जाने की प्रार्थना की है।

प्रार्थी श्रमिक को साक्ष्य हेतु कई अवसर दिये गये किन्तु प्रार्थी की ओर से कोई साक्ष्य पेश नहीं करने पर आदेश दिनांक 17.10.2024 को प्रार्थी की साक्ष्य बंद की गई। अप्रार्थी द्वारा भी प्रार्थी की ओर से कोई साक्ष्य पेश नहीं होने के कारण कोई साक्ष्य पेश नहीं करने पर साक्ष्य अप्रार्थी बंद की गई।

उभय पक्षों की बहस सुनी गई। प्रार्थी की ओर से विद्वान प्रतिनिधि द्वारा बहस की गई है कि प्रार्थी से विपक्षी बैंक द्वारा कैंटीन बॉय तथा संदेशवाहक के रूप में कार्य लिये जाने के बावजूद भी विपक्षी बैंक व ऑल इण्डिया स्टेट बैंक ऑफ़ इण्डिया स्टाफ़ फ़ैडरेशन के मध्य हुआ समझौता के तहत प्रार्थी से नियुक्ति हेतु आवेदन दिये जाने के बावजूद प्रार्थी का आवेदन अग्रेषित नहीं किया गया जिससे प्रार्थी को साक्षात्कार हेतु नहीं बुलाया गया और प्रार्थी से कनिष्ठ श्रमिकों को विपक्षी बैंक द्वारा नियुक्ति दी गई, जो अनुचित एवं अवैध है। अतः प्रार्थी को अन्य जूनियर श्रमिकों के समान नियुक्ति दी जाकर सेवा संबंधी सभी आर्थिक लाभ मय एरियर दिलाये जावें।

इसके विपरीत अप्रार्थी बैंक के विद्वान प्रतिनिधि द्वारा बहस की गई है कि प्रार्थी व विपक्षी बैंक के मध्य कर्मकार-नियोजक का संबंध नहीं रहा है। प्रार्थी को कभी भी विपक्षी बैंक द्वारा नियुक्ति नहीं दी गई। कथित समझौता भी प्रार्थी पर लागू नहीं होता है। प्रार्थी द्वारा अपने क्लेम के समर्थन में कोई साक्ष्य पेश नहीं की है। अतः क्लेम खारिज किया जावे।

मैंने उभय पक्षों द्वारा दिये गये तर्कों पर मनन किया। पत्रावली का ध्यानपूर्वक अवलोकन व अध्ययन किया गया। पत्रावली के अवलोकन से पाया कि प्रार्थी द्वारा स्वयं की नियुक्ति विपक्षी बैंक की कैंटीन में कैंटीन बॉय के रूप में होने तथा उससे संदेश वाहक का कार्य किये जाना अपने क्लेम में बताया है, लेकिन इस संबंध में ऐसा कोई दस्तावेज पेश नहीं हुआ है जिससे यह साबित हो सके कि प्रार्थी की नियुक्ति विपक्षी बैंक द्वारा की गई हो तथा प्रार्थी द्वारा विपक्षी बैंक में कार्य किया गया हो। प्रार्थी द्वारा अपने स्टेटमेंट ऑफ़ क्लेम के समर्थन में कोई मौखिक एवं दस्तावेजी साक्ष्य पेश नहीं की गई है। प्रार्थी द्वारा विपक्षी बैंक में नियुक्ति होने, उसके द्वारा कैंटीन बॉय के रूप में कार्य किये जाने, संदेशवाहक का कार्य किये जाने आदि के संबंध में कोई भी दस्तावेज भी पेश नहीं किया गया है। प्रार्थी द्वारा जो विवाद उठाया गया है, उसका निर्णय साक्ष्य के आधार पर किया जाना है लेकिन प्रार्थी की ओर से अपने स्टेटमेंट ऑफ़ क्लेम के समर्थन में कोई साक्ष्य पेश नहीं की गई है। औद्योगिक विवाद अधिनियम के प्रावधानों के तहत स्टेटमेंट ऑफ़ क्लेम में वर्णित तथ्यों को सिद्ध करने का भार स्वयं प्रार्थी श्रमिक पर था लेकिन प्रार्थी की ओर से प्रस्तुत स्टेटमेंट ऑफ़ क्लेम के समर्थन में कोई साक्ष्य पेश नहीं की गई है। अतः प्रार्थी द्वारा प्रस्तुत स्टेटमेंट ऑफ़ क्लेम स्वीकार किये जाने योग्य नहीं है। प्रार्थी साक्ष्य के अभाव में कोई राहत पाने का अधिकारी नहीं रह जाता है। निष्कर्षतः प्रकरण में निम्न अवार्ड पारित किया जाता है —

अवार्ड

“ The action of the management of SBI represented through its Branch Manager, Sindhi colony, Banipark, Jaipur in not accepting the application on 27-6-1991 made by the workman shri Bharat Singh, a canteen boy/messenger for regular post of sub-staff and thereby his non selection on a post of sub-staff is proper and valid. The workman is not entitled to get any relief.”

रैफरेंस तदनुसार उत्तरित किया जाता है।

रेखा भार्गव, न्यायाधीश

अधिनिर्णय आज दिनांक 12.11.2024 को खुले न्यायालय में लिखाया जाकर सुनाया गया जो केन्द्र सरकार को प्रकाशनार्थ नियमानुसार भेजा जावे।

नई दिल्ली, 7 अप्रैल, 2025

का.आ. 573.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार ईस्ट कॉस्ट रेलवे के प्रबंधन, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **भुवनेश्वर** के पंचाट (03/2020) प्रकाशित करती

[सं. एल - 41011/42/2019- आई आर (बी-1)]

सलोनी, उप निदेशक

New Delhi, the 7th April, 2025

S.O. 573.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.03/2020) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Bhubaneswar* as shown in the Annexure, in the industrial dispute between the management of East Cost Railway their workmen.

[No. L-41011/42/2019- IR(B-I)]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BHUBANESWAR

Present:

Sri Dinesh Kumar Singh,
Presiding Officer, C.G.I.T.-cum-Labour Court,
Bhubaneswar.

INDUSTRIAL DISPUTE CASE NO. 03/2020

Date of Passing Order – 28th October, 2024

Between :-

The Managing Director,
M/s. Commando Security Services, Plot No. 588,
Sahidnagar, Bhubaneswar (Orissa) – 751 007.
Sr. DME, E. Co., Railway Jatni Khurda Road,
Khurda (Orissa) – 752 050.

The Managing Director,
M/s. Oriental Security Service, Plot No. 588,
Sahidnagar, Bhubaneswar (Orissa) – 751 007

... 1st Party-Managements.

(And)

General Secretary,
East Coast Railway Contract Shramik Union (CITU),
Dakbunglow Road, Jatni – 752 050.

... 2nd Party-Union.

Appearances:

None. ... For the 1st Party-Managements.

None. ... For the 2nd Party-Union.

ORDER

In the present case, a reference was received from the Section Officer to the Government of India, Ministry of Labour & Employment, New Delhi vide order No. L-41011/42/2019 – IR(B-I), dated 23.12.2019 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 for adjudication of a dispute, under the following schedule:-

“Whether the action of the management of M/s. Commando Security Service and M/s. Oriental Security Service, Contractor of East Coast Railway, Khurda Road in denying payment of bonus to his workers for the financial year 2017-18 is legal and/or justified? If not what relief the workmen are entitled to?

2. In the reference order, the Under Secretary to Government of India, Ministry of Labour & Employment, New Delhi commanded the parties raising the dispute to file statement of claim, complete with relevant documents,

list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to each one of the opposite parties involved in the dispute.

3. Despite directions so given, no statement of claim is received from the 2nd party-workmen.

4. On receipt of the above reference, notice was sent to the 2nd Party-workmen on 24.03.2020 and on dated 05.09.2023 for appearance and for filing of statement of claim. Neither the postal article sent to the 2nd Party-Workmen, referred to above, was received back nor was it observed by the Tribunal that postal services remained unserved in the period, referred to above. Therefore, every presumption lies in favour of the fact that the above notices were served upon the 2nd Party-Workmen. Despite service of the notice, the 2nd Party-Workmen opted to abstain away from the proceedings. No claim statement was filed on its behalf. Thus, it is clear that the 2nd Party-Workmen is not interested in adjudication of the reference on merits.

5. Since the 2nd Party-Workmen has neither filed statement of claim nor has led any evidence so as to prove its cause against the Management, it is presumed that there is no claim of workman against the Management.

6. In view of such, no claim Order is passed by this Tribunal.

7. Let this order be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Dictated & Corrected by me.

DINESH KUMAR SINGH, Presiding Officer

नई दिल्ली, 7 अप्रैल, 2025

का.आ. 574.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इनोवसोर्स सर्विस प्राइवेट लिमिटेड के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **भुवनेश्वर** के पंचाट (06/2021) प्रकाशित करती है।

[सं. एल - 12025/01/2025- आई आर (बी-1)-47]

सलोनी, उप निदेशक

New Delhi, the 7th April, 2025

S.O. 574.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 06/2021) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Bhubaneswar* as shown in the Annexure, in the industrial dispute between the management of Innovsource Service Pvt. Ltd their workmen.

[No. L-12025/01/2025- IR(B-I)-47]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BHUBANESWAR

Present:

Sri Dinesh Kumar Singh,
Presiding Officer, C.G.I.T.-cum-Labour Court,
Bhubaneswar.

INDUSTRIAL DISPUTE CASE NO. 06/2021

Date of Passing Order – 25th November, 2024

Between:

The Chief Executive Officer, (Mr. Manish Kumar),
INNOV, A-3, Kailash Industrial Complex, Park Site,
Vikhota (W), Mumbai – 400 079.

The Managing Director & CEO, SBI Card rep,
DLF Infinity Tower-C, 12th Floor, Block-II,
Building – 3, DLF Cyber City, Gurgaon – 122 002, Haryana.
Innovsource Services Pvt. Ltd., A/410, 3rd Floor,
Metro House, Vani Vihar, Bhubaneswar – 751 007.

... 1st Party-Managements.

(And)

Sri Prasanta Kumar Pradhan, S/o Kasinath Pradhan,
Vill/PO. Nilabasanta, Puri – 752 016

... 2nd Party-Workman.

Appearances:

None. ... For the 1st Party-Managements.

None. ... For the 2nd Party-Workman.

ORDER

In the present case, a reference was received from the office of the Deputy Chief Labour Commissioner (Central), Bhubaneswar vide order No. 8(57)/2020-B.II/Adj/2021-B.I, dated 9th February, 2021 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 for adjudication of a dispute, under the following schedule:-

“Whether the termination of service of workman Shri Prasanta Kumar Pradhan by the contractor Innovsource Services P Ltd., violating Section -25 of the Industrial Disputes Act, 1947 is legal and/or justified? If not, what relief the workman is entitled to?

2. In the reference order, the Deputy chief Labour Commissioner (Central), Bhubaneswar commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to each one of the opposite parties involved in the dispute.

3. Despite directions so given, no statement of claim is received from the 2nd party-workman.

4. On receipt of the above reference, notice was sent to the 2nd Party-Workman on 20.12.2021 and on dated 08.01.2024 for appearance and for filing of statement of claim. Neither the postal article sent to the 2nd Party-Workman, referred to above, was received back nor was it observed by the Tribunal that postal services remained unserved in the period, referred to above. Therefore, every presumption lies in favour of the fact that the above notices were served upon the 2nd Party-Workman. Despite service of the notice, the 2nd Party-Workman opted to abstain away from the proceedings. No claim statement was filed on its behalf. Thus, it is clear that the 2nd Party-Workman is not interested in adjudication of the reference on merits.

5. Since the 2nd Party-Workman has neither filed statement of claim nor has led any evidence so as to prove its cause against the Management, it is presumed that there is no claim of workman against the Management.

6. In view of such, no claim Order is passed by this Tribunal.

7. Let this order be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Dictated & Corrected by me.

DINESH KUMAR SINGH, Presiding Officer

नई दिल्ली, 7 अप्रैल, 2025

का.आ. 575.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय भुवनेश्वर के पंचाट (53/2023) प्रकाशित करती है।

[सं. एल -12025/01/2025- आई आर (बी-1)-49]

सलोनी, उप निदेशक

New Delhi, the 7th April, 2025

S.O. 575.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 53/2023) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Bhubaneswar* as shown in the Annexure, in the industrial dispute between the management of State Bank of India their workmen.

[No. L-12025/01/2025- IR(B-I)-49]

SALONI, Dy. Director

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BHUBANESWAR**

Present:

Sri Dinesh Kumar Singh,
Presiding Officer, C.G.I.T.-cum-Labour Court,
Bhubaneswar.

INDUSTRIAL DISPUTE CASE NO. 53/2023**Date of Passing Order – 24th December, 2024**

Between :-

1. M/s. Oriental Security Service,
Plot No. 418, At./PO./P.S. Saheed Nagar,
Bhubaneswar, Distt. Khordha.
2. The Deputy General Manager,
State Bank of India, Qrs. No. 177,
Unit – 1, P.S. Capital, Bhubaneswar,
Distt. Khordha.

... 1st Party-Managements.

(And)

Sri Prakash Nayak,
Son of Muralidhar Nayak,
At. Utkal University Campous,
P.S. Saheed Nagar, Bhubaneswar.

... Applicant-Workman.

Appearances:

None. ... For the 1st Party-Managements.
Sri Prakash Nayak. ... For the Applicant-Workman.

ORDER

The applicant-workman has filed an application under section 2-A(2) of the Industrial Disputes Act (herein-after referred as an act).

2. The case of the applicant-workman as per his statement of claim is as follows:-

That he was initially appointed in House Keeping in the year 2000 by the contractor for the Management No. 2 on monthly salary of Rs. 900/- and he was discharging his work satisfactorily. However, the Management No. 1 retrenched him from service which was illegal and not as per the provisions of the I.D. Act. The Management No. 1 had neither issued notice of retrenchment nor paid wages of notice period. After retrenchment he had raised a dispute before the labour machinery and as the matter was not resolved he filed the present application invoking the amended provisions of 2-A(2) of the I.D. Act.

He has prayed for a direction to the Management No. 2 for his reengagement.

3. When the case is at the stage of appearance and for filing of written statement by the Managements, the applicant-workman has filed a petition to withdraw the case as he has amicably settled the case with the Opp. Party No. 1.

4. As the applicant-workman has filed a petition to withdraw the case and he does not want to proceed with the case the present I.D. Case is dismissed with-drawn.

5. Order is passed accordingly.

6. A copy of this Order is sent to the appropriate government for notification as required under section 17 of the I.D. Act, 1947. File is consigned to record room.

Dictated & Corrected by me.

DINESH KUMAR SINGH, Presiding Officer

नई दिल्ली, 7 अप्रैल, 2025

का.आ. 576.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय भुवनेश्वर के पंचाट (41/2014) प्रकाशित करती है।

[सं. एल -12025/01/2025- आई आर (बी-1)-48]

सलोनी, उप निदेशक

New Delhi, the 7th April, 2025

S.O. 576.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 41/2014) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Bhubaneswar* as shown in the Annexure, in the industrial dispute between the management of State Bank of India their workmen.

[No. L-12025/01/2025- IR(B-I)-48]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM- LABOUR COURT BHUBANESWAR.

Present :

Sri Dinesh Kumar Singh,
Presiding Officer, CGIT-cum-Labour Court,
Bhubaneswar.

INDUSTRIAL DISPUTE CASE NO. 41/2014

Date of Passing Award – 4th November, 2024

Between :

1. The Managing Director,
State Bank of India, State Bank Bhawan,
8th Floor, Madame Cama Marg, Mumbai – 400 021.
2. The Branch Manager,
S.M.E. Branch, State Bank of India, Ground Floor,
Sambalpur – 768 001.

... 1st Party-Managements.

(And)

Sri Kundan Luha, aged about 35 years,
S/o Muna Luha, at – Pension Para,
P.O./Distt. Sambalpur – 768 001.

... 2nd Party-Workman

Appearances:

Sri Subrat Mishra, Advocate.

... For the 1st Party-Managements

Sri Sasanka Sahoo, Advocate.

... For the 2nd Party-workman**AWARD**

The Award is directed against an application filed by one Sri Kundan Luha under section 2-A(2) of the I.D. Act against the order of disengagement issued by the Branch Manager, S.M.E. Branch, Sambalpur.

2. It is required to mention here that this Tribunal had passed an award on dated 30.10.2019 with a direction to the management to reinstate the workman with full back wages within three months from the date of receipt of the notification failing which he is entitled to receive bank rate of interest of Fixed Deposit from the date of the Award.

3. Being aggrieved by the orders of this Tribunal the 1st party-Management State Bank of India has preferred a W.P.(C) No. 18071/2020 before the Hon'ble High Court of Orissa and the Hon'ble High Court of Orissa has been pleased to set aside the award with a direction to the Tribunal to ascertain the fact; number of employees working in S.M.E. Branch of the Bank at Sambalpur as on date of retrenchment (30.10.2010). The Hon'ble High Court of Orissa has further been pleased to direct the Tribunal that upon finding the fact the Tribunal will then proceed to adjudicate on the allegation regarding violation of Section 25-N and for that purpose the parties may adduce further evidence.

4. Now in the light of the direction of the Hon'ble High Court of Orissa the case is restored to original file and both the parties were directed to adduce evidence, if any.

5. The case of the 2nd party-workman as per his statement of claim in brief is as follows:-

That he was working as a Sweeper in the Commercial Branch State Bank of India Sambalpur (now renamed as SME Branch) since 11.07.1997 to 30.10.2010 continuously. Initially he was being paid his monthly wages through vouchers from 11.07.1997 to January, 1998 but later on he was engaged on daily wage basis from September, 2002 to 30.10.2020 and he was paid wages terming as 1/3rd of the admissible salary. He had been paid his last salary of Rs. 2957/- during October, 2010. He was also paid Bonus by the Management during the said period in the month of 30.10.2010. However, the Chief Manager, State Bank of India (Commercial Branch), Sambalpur illegally passed an order to discontinue his service and he was paid compensation of Rs. 19,221/- and Rs. 2957/- as notice pay also through cheques. The Bank has not obtained any prior approval for retrenching him from service as contemplated under the I.D. Act, 1947 and as such the disengagement notice dated 30.10.2010 is nonest in the eye of law. Further principles of "last in, first out" have also not been followed by the 1st Party-Management and the payment of retrenchment compensation amount is not proper.

A prayer has been made by the 2nd party-workman to declare his termination from service vide order dated 30.10.2010 as illegal and to regularize his service by the Management under the designation General Attendant with effect from 1.4.2006 with all back wages and consequential benefits.

6. On the other hand the case of the 1st Party-Management-SBI SME Branch Sambalpur as per its written statement is as follows:-

That, the 2nd party-workman was engaged intermittently on temporary/daily wage basis as a Sweeper due to exigencies of work in the branch and the workman used to sweep the branch premises by working to two to three hours for sweeping purposes for which he was paid his wages for the job done by him. He was never appointed/recruited in the Bank by following due process of rules of appointment as all the appointment in the Banks are made by following due process of rules for time. The services of the workman was no more required by the Branch, so with effect from 30.10.2010 after following due process of law i.e. the payment of necessary retrenchment compensation and payment in lieu of notice as per the provisions provided under Section 25-F of the Industrial Disputes Act he was disengaged from service. The Management had paid Rs. 19,221/- as compensation and Rs. 2957/- as notice pay to the workman through Bank Cheque. Moreover, engagement of workman was purely temporary and casual in nature, so the workman has no vested right to be continued in the said Bank. He was discontinued from service after compliance of the provisions of the I.D Act by paying compensation and notice pay in lieu of notice and the same was received by him which amounts to acceptance of the disengagement by the Bank. The workman is not at all entitled to be regularized in the Bank under law.

A prayer has been made to dismiss the claim of the workman.

7. The 2nd party-workman has filed rejoinder to the written statement filed by the 1st Party-Management denying all the averments made by the 1st Party-Management.

8. As per the direction of the Hon'ble High Court of Orissa both the parties were directed to adduce their further witness, if any, and on such direction the learned lawyer of the concerned workman has filed a petition for re-cross examination of M.W. No. 1 Prasenjeet Hota which was allowed and he was re-cross examined Further, on the request of the 2nd party-workman the Management has produced following documents,

1. Photocopies of the attendance register from 25.10.2010 to 31.10.2010 of the employees working at the S.M.E. Branch, Sambalpur.
2. Employees position of SME branch, Sambalpur as on 30.10.2010.

FINDINGS

9. Now the only point of determination as per the direction of the Hon'ble High Court of Orissa is to ascertain the fact about the number of employees working in S.M.E. Branch of the Bank at Sambalpur as on the date of retrenchment i.e. (30.10.2010) and upon finding the fact to adjudicate the allegation regarding violation of Section 25-N of the Industrial Disputes Act.

10. The Tribunal thinks it proper to discuss the oral and documentary evidences available in the case.

11. In the re-cross examination of M.W-1, Prasenjeet Hota, he has stated that he was appointed as Chief Manager in S.M.E. Branch of Sambalpur on 10.10.2016 and the concerned workman was not working in the Bank of S.M.E. branch from the year 2010. He has also stated that the S.M.E. branch, Sambalpur comes under the control and supervision of Regional Office, Sambalpur and Regional Office, Sambalpur comes under the control of Zonal Office. He has denied the suggestion that the daily wages initially appointed under the Management Bank were subsequently absorbed in the permanent cadre. He has also deposed that he has no knowledge regarding Suresh Singh, SBI Evening Branch, Sambalpur, Sri Munu Lal at SBI Multi Gundarpur Branch, Sambalpour, Sri Hiralal Bhoi, SBI Budharaja Branch, Sri Madhab Kollet, at SBI Daily market evening branch, Rourkela, Sri Nilamadhab Dehury at SBI Khetrampur and others were working as sweepers and were getting salary of 1/3rd and subsequently made permanent under the management of State Bank of India. He has also deposed that he has no Knowledge that Madhab Kalet has been made permanent at Rourkela Branch of State Bank of India.

12. Now coming to the documents produced by the Management it appears that the employee position of S.M.E. Branch of S.B.I., Sambalpur on 30.10.2010 are as follows.

Number of Officers	—	4.
Number of Clerical Staff	—	9.
Number of Sub Staff	—	2.
Number of Daily wager	—	1

Total - 16

13. The Management has also produced the photocopy of the attendance register mentioning the names of only 11 employees. Further the Management has produced a letter of S.M.E. Branch of Sambalpur mentioning that S.B.I Sambalpur was not maintaining the attendance register for the daily wage workers during the relevant period.

14. Now coming to the additional list of documents filed by the 2nd party-workman it appears that the Branch Manager Daily Market, Rourkela had forwarded the application of Shri Kaleth for his consideration of his case as full time employee. Further it appears that, the A.G.M. Sambalpur had called for the Bio Data of Sri Kaleth vide letter dated 3.2.2001 and subsequently the Branch Manager Daily Market, Rourkela vide letter dated 17.2.2001 had sent the Bio Data and copy of the service record vide letter dated 30.03.2006. Further Shri Kaleth was made permanent.

15. After going through the oral and documentary evidence produced by both the parties it appears that in the S.M.E. Branch there were only sixteen employees working as on 30.10.2010 as per the documents produced by the 1st Party-Management. Moreover, the 2nd party-workman has not produced any documents or list of employees to show that more than 900 employees were working in the S.M.E. Branch of Sambalpur. However, the documents produced by the 2nd Party-workman show only with regard to making the workman Sri Kaleth from temporary part time sweeper to permanent full time employee and nothing more than that.

16. At this stage it is relevant to mention here that the concerned workman had already been paid Rs. 2957/- as notice pay of one month and Rs. 19221/- as compensation, so the 1st Party-Management has already complied with the provisions of Section 25-F of the Act.

17. Now in this case it has already been held by this Tribunal that the 1st Party-Management has only sixteen employees working in the SME Branch, Sambalpur, so there is no violation of Section 25-N of the Industrial Disputes Act and the 1st Party-Management had already paid the notice pay and compensation so there is no violation of Section 25-F of the I.D. Act.

18. In view of above discussions, the Tribunal is of the opinion that at the relevant time i.e. on 30.10.2010 there were only sixteen employees working in the S.M.E. Branch, Sambalpur and as such there is no violation of Section 25-N of the I.D. Act. Further, the 1st Party-Management had already paid the notice pay and compensation so there is no violation of Section 25-F of the I.D. Act.

18. After considering all the facts and circumstances of the case, the Tribunal finds and holds that there is no illegality in terminating/disengaging the services of the 2nd party-workman by the 1st Party-Management and consequently 2nd party-workman is not entitled to any relief.

19. This is the award of this Tribunal.

Dictated & Corrected by me.

DINESH KUMAR SINGH, Presiding Officer

नई दिल्ली, 7 अप्रैल, 2025

का.आ. 577.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार प्रबंधक, मैसर्स सहकार ग्लोबल लिमिटेड, मोटो, खुर्दा; परियोजना निदेशक, भारतीय राष्ट्रीय राजमार्ग प्राधिकरण, नयापल्ली, भुवनेश्वर, के प्रबंधन के संबद्ध नियोजकों और श्री चितरंजन दास, कामगार, के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, भुवनेश्वर पंचाट (संदर्भ संख्या 25/2018) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 07.04.2025 को प्राप्त हुआ था।

[सं. एल - 42025-07-2025-80-आई आर (डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 7th April, 2025

S.O. 577.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 25/2018) of the **Central Government Industrial Tribunal cum Labour-Bhubaneswar**, as shown in the Annexure, in the Industrial dispute between the employers in relation to The Manager, M/s. Sahakar Global Ltd., Motto, Khurda; The Project Director, National Highways Authority of India, Nayapalli, Bhubaneswar, and Shri Chitaranjan Das, Worker, which was received along with soft copy of the award by the Central Government on 07.04.2025.

[No. L-42025-07-2025-80- IR (DU)]

DILIP KUMAR, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BHUBANESWAR

Present:

Sri Dinesh Kumar Singh,
Presiding Officer, C.G.I.T.-cum-Labour Court,
Bhubaneswar.

INDUSTRIAL DISPUTE CASE NO. 25/2018

Filed under Section 2-A(2) of the I.D. Act

Date of Passing Order – 29th October, 2024

Between :-

Sri Chitaranjan Das,
At Baligadia, P.S./P.S. Jankia,
Distt. Khurda.

... Applicant-Workman.

(And)

1. The Manager, M/s. Sahakar Global Ltd.,
At. Godipada Tool Plaza, P.O. Motto,
P.S. Jankia, Distt. Khurda – 752 020.
2. The Project Director,
National Highway Authority of India,
Setu Bhawan, Nayapalli, Bhubaneswar.

... 1st Party-Managements.

Appearances:

Sri Chitaranjan Das.	...	For Himself the Applicant.
Sri Sajjal Kumar Bose.	...	For the Management No. 1
None		For the Mgt. No. 2 & 3.

ORDER

This is an application of applicant-workman filed under section 2-A(2) of the Industrial Disputes Act (hereinafter referred as an “Act”).

2. The case of the 2nd party-workman in brief is as follows:-

That, the 2nd Party-Workman, Sri Chitaranjan Das was engaged as Tool Fees Collector under the Management No. 2 through different contractors from 08.11.2014 and continued to work till 13.05.2017 continuously and uninterruptedly. He was receiving Rs. 9,300/- as wages per months which was less than the Minimum wages fixed by the Government of India from time to time. After extending such a long period of service to the managements, they (Management) suddenly terminated his services with effect from 13.05.2017 without paying any terminal benefits such as retrenchment benefits and notice pay, in an illegal, unjustified and arbitrary manner adopting unfair labour practice. The Managements have not followed the provisions of Section 25-F, 25-G and 25-H of the Act while refusing employment to the workman which is illegal, unfair and unjust.

The 2nd Party-Workmen raised the dispute before the conciliation authorities to get his legitimate claim and on completion of statutory 45 days of conciliation proceeding the 2nd party-workman has filed statement of claim invoking amended act under section 2-A(2) of the I.D. Act for adjudication.

The 2nd party-workman has prayed to pass an award in his favour.

3. On the other hand, Management No. 2 has appeared and filed written statement rebutting the stand taken by the 2nd party-workmen.

The case of the 1st Party-management No. 2 is that the 2nd party-workman was not engaged by the Management No. 2 rather he was engaged by the Management No. 1 - the agency for collection of toll fees at different toll gates are selected through open tender. Engagement of workmen are within the domain of the agency concerned. The only responsibility of the Management No. 2 to see that the workers engaged by the Management No. 1 are paid minimum wages and EPF dues and ESI deductions. The Collecting Agent is engaged through open tender for a period of one year and person engaged by the collection agency are to continue till continuance of the agreement with the agency and the Management no. 2 is no connected with the terms and conditions of engagement of that person by the agency.

The Management No. 2 has prayed to reject/dismiss the application filed by the applicant and to pass an order in their favour.

4. Further the Managements No. 1 (M/s. Sahakar Global Ltd.) initially neither appeared nor filed its Written Statement in this case in spite of several opportunities given to it. Due to non-appearance of the Management No. 1

order of setting exparte was passed against it on 6.6.2018. Thereafter, the Management no. 1 has moved a petition for recall the order of exparte passed against it and the said petition was allowed on 29.01.2024.

5. However, during the course of adjudication, both the 2nd Party-Workman and the 1st Party-Management No. 1 have settled the present dispute out of court and filed original copy of their Memorandum of Settlement in Form – H containing certain terms & conditions as agreed between them in this dispute. Submitting their Memorandum of Settlement, both parties have prayed the Tribunal to close this case in terms of the settlement arrived at between them. The terms of Memorandum of Settlement executed between Sri Chitaranjan Das (2nd Party Workman) and Sri Sajal Kumar Bose (Authorised representative of the 1st Party Management No. 1 are as under.

“1. It is agreed between the parties that the workman shall withdraw the present I.D. Case against the Contractor Management No. 1 upon receipt of a sum of Rs. 80,000/- (Rupees Eighty Thousand only) as full and final settlement.

2. The workman affirms and acknowledges the receipt of the payment of Rs. 80,000/- and agrees to withdraw the present proceedings. He was also expressly waives any and all future claims or demands against the contractor, Management no. 1

3. The settlement is reached out of good will and volition of parties.”

6. Considering the facts and circumstance and the submissions of the stake holders of this case, the Tribunal is of the opinion that whatever dispute was existing between the 2nd Party-Workmen and the 1st Party-Managements, the same have already been settled and no further adjudication is required under the Act.

7. Hence this Order is passed in terms of the Memorandum of Settlement arrived at between the 2nd Party-Workman and the 1st Party-Management No. 1. The Memorandum of Settlement filed by the parties in this case forms part of the order.

8. This is the Order of this Tribunal.

Dictated & Corrected by me.

DINESH KUMAR SINGH, Presiding Officer

नई दिल्ली, 7 अप्रैल, 2025

का.आ. 578.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार प्रबंधक, मैसर्स सहकार ग्लोबल लिमिटेड, मोटो, खुर्दा; परियोजना निदेशक, भारतीय राष्ट्रीय राजमार्ग प्राधिकरण, नयापल्ली, भुवनेश्वर, के प्रबंधन के संबद्ध नियोजकों और श्री हादिबन्धु अरिसल, कामगार, के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, भुवनेश्वर पंचाट (संदर्भ संख्या 26/2018) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 07.04.2025 को प्राप्त हुआ था।

[सं. एल - 42025-07-2025-81-आई आर (डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 7th April, 2025

S.O. 578.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 26/2018) of the **Central Government Industrial Tribunal cum Labour-Bhubaneswar**, as shown in the Annexure, in the Industrial dispute between the employers in relation to The Manager, M/s. Sahakar Global Ltd., Motto, Khurda; The Project Director, National Highways Authority of India, Nayapalli, Bhubaneswar, and Shri Hadibandhu Arisal, Worker, which was received along with soft copy of the award by the Central Government on 03.04.2025.

[No. L-42025-07-2025-81- IR (DU)]

DILIP KUMAR, Under Secy.

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BHUBANESWAR**

Present:

Sri Dinesh Kumar Singh,
Presiding Officer, C.G.I.T.-cum-Labour Court,
Bhubaneswar.

INDUSTRIAL DISPUTE CASE NO. 26/2018

Filed under Section 2-A(2) of the I.D. Act

Date of Passing Order – 29th October, 2024

Between :-

Sri Hadibandhu Arisal,
At Dhaulimunha P.O., Brajamohanpur,
P.S. Khurda Sadar,
Distt. Khurda.

... Applicant-Workman.

(And)

1. The Manager, M/s. Sahakar Global Ltd.,
At Godipada Tool Plaza, P.O. Motto,
P.S. Jankia, Dist. Khurda – 752 020.
2. The Project Director,
National Highway Authority of India,
Setu Bhawan, Nayapalli, Bhubaneswar.

... 1st Party-Managements.

Appearances:

Hadibandhu Arisal ... For Himself
Applicant.

Sri Sajjal Kumar Bose. ... For the Management No. 1.

None ... For the Mgt. No. 2 & 3.

ORDER

This is an application of applicant-workman filed under section 2-A(2) of the Industrial Disputes Act (herein-after referred as an “Act”).

2. The case of the 2nd party-workman in brief is as follows:-

That he was engaged as Tool Fees Collector under the Management No. 2 through different contractors from 08.11.2014 and continued to work till 03.06.2017 continuously and uninterruptedly. He further states that he was receiving Rs. 9,300/- as wages per months which was less than the Minimum wages fixed by the Government of India from time to time. After extending such a long period of service to the managements, they (Management) suddenly terminated his services with effect from 03.06.2017 without paying any terminal benefits such as retrenchment benefits and notice pay, in an illegal, unjustified and arbitrary manner adopting unfair labour practice. The Managements have not followed the provisions of Section 25-F, 25-G and 25-H of the Act while refusing employment to the workman which is illegal, unfair and unjust.

The 2nd Party-Workmen raised the dispute before the conciliation authorities to get his legitimate claim and on completion of statutory 45 days of conciliation proceeding the 2nd party-workman has filed statement of claim invoking amended act under section 2-A(2) of the I.D. Act for adjudication.

The 2nd party-workman has prayed to pass an award in his favour.

3. On the other hand, Management No. 2 has appeared and filed written statement rebutted the stand taken by the 2nd party-workmen.

The 1st Party-Management no. 2 has submitted that the 2nd party-workman was engaged by the Management No. 2. The Management No. 2 has also submitted that the agency for collection of toll fees at different toll gates are selected through open tender. Engagement of workmen are within the domain of the agency concerned. The only responsibility of the Management No. 2 to see that the workers engaged by the Management No. 1 are paid minimum wages and EPF dues and ESI deductions. It has further stated that collection agent is engaged through open tender for a period of one year and person engaged by the collection agency are to continue till continuance of the agreement with the agency and the Management no. 2 is no connected with the terms and conditions of engagement of that person by the agency.

The Management No. 2 has prayed to reject/dismiss the application filed by the applicant and to pass an order in their favour.

4. Further the Managements No. 1 (M/s. Sahakar Global Ltd.) initially neither appeared nor filed its Written Statement in this case in spite of several opportunities given to it. Due to non-appearance of the Management No. 1 order of setting exparte was passed against it on 6.6.2018. Thereafter, the Management no. 1 has moved a petition for recall the order of exparte passed against it and the said petition was allowed on 29.01.2024.

5. However, during the course of adjudication, both the 2nd Party-Workman and the 1st Party-Management No. 1 have settled the present dispute out of court and filed original copy of their Memorandum of Settlement in Form – H containing certain terms & conditions as agreed between them in this dispute. Submitting their Memorandum of Settlement, both parties have prayed the Tribunal to close this case in terms of the settlement arrived at between them. The terms of Memorandum of Settlement executed between Sri Hadibandhu Arisal (2nd Party Workman) and Sri Sajal Kumar Bose (Authorised representative of the 1st Party Management No. 1 are as under.

“1. It is agreed between the parties that the workman shall withdraw the present I.D. Case against the Contractor Management No. 1 upon receipt of a sum of Rs. 80,000/- (Rupees Eighty Thousand only) as full and final settlement.

2. The workman affirms and acknowledges the receipt of the payment of Rs. 80,000/- and agrees to withdraw the present proceedings. He was also expressly waives any and all future claims or demands against the contractor, Management no. 1

3. The settlement is reached out of good will and volition of parties.”

6. Considering the facts and circumstance and the submissions of the stake holders of this case, the Tribunal is of the opinion that whatever dispute was existing between the 2nd Party-Workmen and the 1st Party-Managements, the same have already been settled and no further adjudication is required under the Act.

7. Hence, this order is passed in terms of the Memorandum of Settlement arrived at between the 2nd Party-Workman and the 1st Party-Management No. 1. The Memorandum of Settlement filed by the parties in this case forms part of the order.

8. This is the Order of this Tribunal.

Dictated & Corrected by me.

DINESH KUMAR SINGH, Presiding Officer

नई दिल्ली, 7 अप्रैल, 2025

का.आ. 579.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार अधीक्षण पुरातत्वविद्, भारतीय पुरातत्व सर्वेक्षण समन्तरपुर, भुवनेश्वर, के प्रबंधतंत्र के संबद्ध नियोजकों और श्री प्रमोद कुमार पात्रा, कामगार, के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, भुवनेश्वर पंचाट (संदर्भ संख्या 09/2018) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 07.04.2025 को प्राप्त हुआ था।

[सं. एल - 42025-07-2025-83-आई आर (डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 7th April, 2025

S.O. 579.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Ref. No. 09/2018**) of the **Central Government Industrial Tribunal cum Labour–Bhubaneswar**, as shown in the Annexure, in the Industrial dispute between the employers in relation to The **Superintending Archaeologist, Archaeological Survey of India Samantarapur, Bhubaneswar, and Shri Pramod Kumar Patra, Worker**, which was received along with soft copy of the award by the Central Government on 07.04.2025.

[No. L-42025-07-2025-83- IR (DU)]

DILIP KUMAR, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BHUBANESWAR

Present:

Sri Dinesh Kumar Singh,
Presiding Officer, C.G.I.T.-cum-Labour Court,
Bhubaneswar.

INDUSTRIAL DISPUTE CASE NO. 09/2018

Date of Passing Order – 28th October, 2024

Between :-

The Superintending Archaeologist,
Archaeological Survey of India, Samantarapur,
Bhubaneswar.

... 1st Party-Management.

(And)

Sri Pramod Kumar Patra,
At. Bharagola, PO. Nayahat, P.S. Gop,
Distt. Puri.

... Applicant-Workman.

Appearances:

None. ... For the 1st Party-Management.

None. ... For the Applicant-Workman.

ORDER

This is an application of applicant-workman filed under section 2-A(2) of the Industrial Disputes Act (herein-after referred as an “Act”).

The case of the applicant as per the statement of claim in brief is as follows:-

That he was engaged as a Monument Attendant since dated 26.12.2011 to do attendant job at Konark ASI Site and he continued till 31.12.2017 continuously and uninterruptedly. He had completed 240 days of continuous work from the year period 26.12.2011 to 31.12.2017. He further stated that he being an ex-serviceman he was engaged to do the security job and while working as such he was refused to work with effect from 01.04.2017 without any cause or rhyme even also no notice, showing the reason for refusal of his employment by the Management. Consequently, the Management has violated Section 25-G, 25-H of the I.D. Act and such action of the management is illegal and unjustified. He represented before the Management for his reinstatement and when the same was not considered he approached the Regional Labour Commissioner (Central), Bhubaneswar, but no result was yielded. Hence he has filed the present claim petition and made a prayer to pass an award in his favour.

On being noticed, the 1st Party-Management appeared and filed its written statement.

The case of the 1st Party-Management as per written statement is as follows:-

That the applicant is not a “workman” and the Management is not an “Industry” under the I.D. Act and as such the present case is not maintainable under law. The applicant was engaged against a fixed remuneration on need basis. The condition of his engagement that his service is a contractual one and can be terminated at any point of time and such condition was accepted by the applicant at the time of his joining in service. The applicant being an ex-serviceman and getting his pension the provisions of Section 2 of the Industrial Dispute Act is totally not applicable to the applicant in this case. A prayer has been made to pass an award against the applicant as his application filed under section 2-A(2) of the I.D. Act is not at all maintainable for adjudication.

5. The 1st Party-Management did not appear after filing of its written statement and as such on 12.12.2018 an order of exparte was passed against it and the applicant was asked to prove his case by way of filing affidavit evidence and proving documents.

6. The applicant remained absent in all the dates. However, despite providing a number of opportunities, the applicant has not turned up to prove his claim. As the applicant has not turned up for proving his case, his claim application filed under section 2-A(2) of the I.D. Act stands dismissed.

7. Order is passed accordingly.

8. A copy of this Order is sent to the appropriate government for notification as required under section 17 of the I.D. Act, 1947. File is consigned to record room.

Dictated & Corrected by me.

DINESH KUMAR SINGH, Presiding Officer

नई दिल्ली, 7 अप्रैल, 2025

का.आ. 580.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार निदेशक, मेसर्स रिलायंस एसएमएसएल लिमिटेड, धोबी तलाओ, मुंबई, के प्रबंधन के संबद्ध नियोजकों और प्रणव प्रकाश चौधरी, कामगार, के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, भुवनेश्वर पंचाट (संदर्भ संख्या 40/2022) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 07.04.2025 को प्राप्त हुआ था।

[सं. एल - 42025-07-2025-84-आई आर (डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 7th April, 2025

S.O. 580.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 40/2022) of the **Central Government Industrial Tribunal cum Labour-Bhubaneswar**, as shown in the Annexure, in the Industrial dispute between the employers in relation to The **Director, M/s Reliance SMSL Limited, Dhobi Talao, Mumbai, and Shri Pranav Prakash Choudhary, Worker**, which was received along with soft copy of the award by the Central Government on 07.04.2025.

[No. L-42025-07-2025-84- IR (DU)]

DILIP KUMAR, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BHUBANESWAR

Present:

Sri Dinesh Kumar Singh,
Presiding Officer, C.G.I.T.-cum-Labour Court,
Bhubaneswar.

INDUSTRIAL DISPUTE CASE NO. 40/2022

Date of Passing Order – 28th October 2024

Between:

The Director, M/s. Reliance SMSL Limited,
3rd Floor, Court House, Lok Manya Tilak Marg,
Dhobi Talao, Mumbai – 400 002.

... 1st Party-Management.

(And)

Shri Pranav Prakash Choudhury,
At./PO. Rayagada – 765 001, Odisha.

... 2nd Party-Workman.

Appearances:

None. ... For the 1st Party-Management.

None. ... For the 2nd Party-Workman.

ORDER

In the present case, a reference was received from the office of the Deputy Chief Labour Commissioner (Central), Bhubaneswar vide order No. 8(35)/2021-B-I/ADJ/22 and No. 8(35)/2021-B.IV, dated 21.09.2022 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 for adjudication of a dispute, under the following schedule:-

“Whether the action of the management of m/s. Reliance SMSL Limited, Rayagada termination their services of workman Shri Pranav Prakash Choudhury is legal and justified? If not, what relief the workman is entitled to?”

2. In the reference order, the Deputy chief Labour Commissioner (Central), Bhubaneswar commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to each one of the opposite parties involved in the dispute.

3. Despite directions so given, no statement of claim is received from the 2nd party-workman.

4. On receipt of the above reference, notice was sent to the 2nd Party-Workman on 05.12.2022 through Regd. Post for appearance and for filing of statement of claim. Neither the postal article sent to the 2nd Party-Workman, referred to above, was received back nor was it observed by the Tribunal that postal services remained unserved in the period, referred to above. Therefore, every presumption lies in favour of the fact that the above notices were served upon the 2nd Party-Workman. Despite service of the notice, the 2nd Party-Workman opted to abstain away from the proceedings. No claim statement was filed on its behalf. Thus, it is clear that the 2nd Party-Workman is not interested in adjudication of the reference on merits.

5. Since the 2nd Party-Workman has neither filed statement of claim nor has led any evidence so as to prove its cause against the Management, it is presumed that there is no claim of workman against the Management.

6. In view of such, no claim Order is passed by this Tribunal.

7. Let this order be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Dictated & Corrected by me.

DINESH KUMAR SINGH, Presiding Officer

नई दिल्ली, 7 अप्रैल, 2025

का.आ. 581.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स एटीसी टेलीकॉम प्राइवेट लिमिटेड, डोगरा हॉल जम्मू, जम्मू और कश्मीर, के प्रबंधन के संबद्ध नियोजकों और श्री विष्णु दत्त, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय-2, चंडीगढ़, पंचाट (संदर्भ संख्या 49/2023) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 07.04.2025 को प्राप्त हुआ था।

[सं. एल - 42025-07-2025-85-आई आर (डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 7th April, 2025

S.O. 581.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 49/2023) of the **Central Government Industrial Tribunal cum Labour Court-2, Chandigarh**, as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s ATC Telecom Pvt. Ltd., Dogra Hall Jammu, Jammu and Kashmir, and Shri Vishnu Dutt, Worker**, which was received along with soft copy of the award by the Central Government on 07.04.2025.

[No. L-42025-07-2025-85- IR (DU)]

DILIP KUMAR, Under Secy.

ANNEXURE**IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II,
CHANDIGARH****(Presided over by Mr. Kamal Kant).****Special Campaign for Settlement****ID No. 49/2023**

Registered on:-28.11.2023

Vishnu Dutt, Modi Tea Stall, Gurunabadass, Trust Market, Behind Meridian Place Jammu, Jammu and Kashmir.

----- Workman

Versus

M/s ATC Telecom Pvt. Ltd. Dogra Hall Jammu, Jammu and Kashmir-180016.

----Management

Present:- None for workman.

Mr. Rishabh Rathore (Assistant Legal Manager), for management.

Award : 08.03.2025

Central Government vide Notification No.08(26)/2023/RLC/Jmu dated 07.11.2023, under of sub-section (5) of Section 12 read with sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

“Whether the action of management of M/s ATC Telecom Pvt. Ltd. in terminating the services w.e.f. 01.04.2022 of Sh. Vishnu Dutt, just, fair and legal? If not to what relief is the workman entitled?”

1. The matter is fixed for filing claim statement by the workman since 01.04.2024. A letter dated 07.02.2025 received from workman with a request to withdraw the claim.
2. In such circumstances, this Tribunal is left with no choice, except to pass a 'No Claim Award'. Accordingly, 'No Claim Award' is passed in the present reference.
3. Let copy of this award be sent to the Appropriate Government as required under Section 17 of the Act for publication.

KAMAL KANT, Presiding Officer

नई दिल्ली, 7 अप्रैल, 2025

का.आ. 582.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डीएमआर बिल्डर्स, रामबन, जम्मू और कश्मीर, के प्रबंधन के संबद्ध नियोजकों और श्री शशि कुमार शर्मा, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय-2, चंडीगढ़, पंचाट (संदर्भ संख्या 35/2023) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 07.04.2025 को प्राप्त हुआ था।

[सं. एल - 42025-07-2025-86-आई आर (डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 7th April, 2025

S.O. 582.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 35/2023) of the **Central Government Industrial Tribunal cum Labour Court-2, Chandigarh**, as shown in the Annexure, in the Industrial dispute between the employers in relation to **DMR Builders, Ramban, Jammu and Kashmir, and Shri Shashi Kumar Sharma, Worker**, which was received along with soft copy of the award by the Central Government on 07.04.2025.

[No. L-42025-07-2025-86- IR (DU)]

DILIP KUMAR, Under Secy.

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

(Presided over by Mr. Kamal Kant).

Special Campaign for Settlement

ID No.35/2023

Registered on:-05.10.2023

Shashi Kumar Sharma R/o Neera, Tehsil Ramban, Jammu and Kashmir-182148.

----- Workman

Versus

DMR Builders, Ramban, Jammu and Kashmir-182148.

----Management

Present:- None for Workman
Mr. Kinshuk Nanda, AR for respondent no.1.
None for respondent no.2 and 3.

Award : 08.03.2025

Central Government vide Notification No.08(37)/2022/RLC/Jmu dated 05.10.2023, under of sub-section (5) of Section 12 read with sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

“Whether the termination of Sh. Shashi Kumar Sharma R/o Neera, Tehsil and Distt. Ramban, UT of Jammu and Kashmir, w.e.f. 09.11.2022 by the management of m/s DMR Builders, Tehsil and Distt. Ramban, UT of Jammu and Kashmir is legal and justified? If not, then to what relief the concerned workmen are entitled to and from which date?”

1. The matter is fixed for filing claim statement by the workman since 06.02.2024. However, a letter from the workman dated 07.03.2025 (Mark-A) received on whatsapp of LDC Mr. Kuldeep Chand stating therein that he wants to withdraw the case against the DMR Builders.
2. In such circumstances, this Tribunal is left with no choice, except to pass a 'No Claim Award'. Accordingly, 'No Claim Award' is passed in the present reference.
3. Let copy of this award be sent to the Appropriate Government as required under Section 17 of the Act for publication.

KAMAL KANT Presiding Officer

नई दिल्ली, 7 अप्रैल, 2025

का.आ. 583.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एआई हुडा इलेक्ट्रिकल और रखरखाव, श्रीनगर, जम्मू और कश्मीर, के प्रबंधन के संबद्ध नियोजकों और श्री ओवैस अहमद, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय-2, चंडीगढ़, पंचाट (संदर्भ संख्या 73/2023) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 07.04.2025 को प्राप्त हुआ था।

[सं. एल - 42025-07-2025-87-आई आर (डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 7th April, 2025

S.O. 583.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 73/2023) of the **Central Government Industrial Tribunal cum Labour Court-2, Chandigarh**, as shown in the Annexure, in the Industrial dispute between the employers in relation to **AI Huda Electrical and maintenance, Srinagar, Jammu and Kashmir, and Shri Owais Ahmad, Worker**, which was received along with soft copy of the award by the Central Government on 07.04.2025.

[No. L-42025-07-2025-87- IR (DU)]

DILIP KUMAR, Under Secy.

ANNEXURE**IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II,
CHANDIGARH****(Presided over by Mr. Kamal Kant).****Special Campaign for Settlement**

ID No.73/2023

Registered on:-18.08.2023

Owais Ahmad Parry.

----- Workman

Versus

AI Huda Electrical and maintenance, Srinagar, Jammu and Kashmir-192123

----Management

Present:- None for Workman

None for management.

Award : 08.03.2025

Central Government vide Notification No.08(39)/2022/RLC/Jmu dated 03.09.2024, under of sub-section (5) of Section 12 read with sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

“Whether the termination of Sh. Owais Ahmad Parry, Sh. Modh. Rafiq Bhat and Sh. Mehraj-ud-din Kumar w.e.f. 01.10.2022 by the contractor of M/so AI Huda Electrical and Maintenance, Head Office Wuyun, Tehsil Pampore, Distt. Pulwama, UT of J & K -191102 and the Airport Director, Srinagar International Airport, Srinagar, UT of J & K is legal and justified? If not, then to what relief the concerned workmen are entitled to and from which date?”

1. The matter is fixed for filing claim statement by the workman since 02.04.2024, however, the same has not been filed till date. AR for workman also withdrawn his authority letter on 24.01.2025 and notice was issued to the workman for 28.02.2025. None appeared on behalf of 28.02.2025 despite service and the matter was fixed in Lok Adalat.

2. Since the workman has neither put his appearance nor filed any claim statement, this Tribunal is left with no choice, except to pass a 'No Claim Award'. Accordingly, 'No Claim Award' is passed in the present reference.

3. Let copy of this award be sent to the Appropriate Government as required under Section 17 of the Act for publication.

KAMAL KANT Presiding Officer

नई दिल्ली, 7 अप्रैल, 2025

का.आ. 584.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स चिनाब वैली पावर प्रोजेक्ट लिमिटेड किश्तवाड़, जम्मू और कश्मीर; मैसर्स पटेल इंजीनियरिंग किरू/क्वार एचई प्रोजेक्ट, किश्तवाड़, यूटी जम्मू और कश्मीर; मैसर्स एफकॉन्स जल ज्वाइंट वेंचर, पक्कल दुल, किश्तवाड़, जम्मू और कश्मीर; मैसर्स जय प्रकाश एसोसिएट्स लिमिटेड पक्कल दुल, किश्तवाड़ जम्मू और कश्मीर; मैसर्स पीईएस इंजीनियरिंग

प्रा. लिमिटेड पक्कल दुल, किश्तवाड़; मैसर्स वोइथ हाइड्रो प्राइवेट लिमिटेड, पक्कल दुल, किश्तवाड़, जम्मू और कश्मीर; मैसर्स एल एंड टी लिमिटेड पक्कल दुल, किश्तवाड़, केंद्र शासित प्रदेश जम्मू और कश्मीर, के प्रबंधन के संबद्ध नियोजकों और श्री सुरेश कुमार शर्मा, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय-2, चंडीगढ़, पंचाट (संदर्भ संख्या 21/2024) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 07.04.2025 को प्राप्त हुआ था।

[सं. एल - 42025-07-2025-90-आई आर (डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 7th April, 2025

S.O. 584.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 21/2024) of the **Central Government Industrial Tribunal cum Labour Court-2, Chandigarh**, as shown in the Annexure, in the Industrial dispute between the employers in relation to M/s Chenab Valley Power Project Ltd. Kishtwar, Jammu and Kashmir; M/s Patel Engineering Kiru/Kwar HE Project, Kishtwar, UT Jammu and Kashmir ; M/s Afcons Jal Joint Venture, Pakkal Dul, Kishtwar, Jammu and Kashmir ; M/s Jai Prakash Associates Ltd. Pakkal Dul, Kishtwar Jammu and Kashmir; M/s PES Engineering Pvt. Ltd. Pakkal Dul , Kishtwar ; M/s Voith Hydro Pvt Ltd., Pakkal Dul, Kishtwar, Jammu and Kashmir; M/s L&T Ltd. Pakkal Dul, Kishtwar, UT of Jammu and Kashmir, and Shri Suresh Kumar Sharma, Worker, which was received along with soft copy of the award by the Central Government on 07.04.2025.

[No. L-42025-07-2025-90- IR (DU)]

DILIP KUMAR, Under Secy.

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

(Presided over by Mr. Kamal Kant).

Special Campaign for Settlement

ID No.21/2024

Registered on:-20.09.2024

Suresh Kumar Sharma C/o NHPC Workers Union, JK Head Office, Kishtwar, Jammu and Kashmir-182206.

----- Applicant/Workman

Versus

1. M/s Chenab Valley Power Project Ltd. Kishtwar, Jammu and Kashmir.
2. M/s Patel Engineering Kiru/Kwar HE Project Distt. Kishtwar, UT Jammu and Kashmir.
3. M/s Afcons Jal Joint Venture, Pakkal Dul, Kishtwar, Jammu and Kashmir.
4. M/s Jai Prakash Associates Ltd. Pakkal Dul, Distt. Kishtwar Jammu and Kashmir.
5. M/s PES Engineering Pvt. Ltd. Pakkal Dul Distt. Kishtwar.
6. M/s Voith Hydro Pvt Ltd., Pakkal Dul Distt. Kishtwar, Jammu and Kashmir.
7. M/s L&T Ltd. Pakkal Dul Distt. Kishtwar, UT of Jammu and Kashmir.

----Respondents

Present:- None for workman.

Mr. Abhinashi Singh, AR for respondent no.1.

None for respondent no.2 to 7.

Award : 08.03.2025

Central Government vide Notification No.08(02)/2024/RLC/Jmu dated 20.09.2024, under of sub-section (5) of Section 12 read with sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

"Whether the action of management of M/s Chenab Valley Power Project Limited, District Kishtwar, M/s Patel Engineering, Kiru/Kwar HE Project, District Kishtwar, M/s Afcons-JAL Joint Venture, Pakkal Dul, Kishtwar, M/s Jai Prakash Associates Limited, Pakkal Dul District Kishtwar, M/s PES Engineering Private Limited, Pakkal Dul District Kishtwar, M/s Voith Hydro Private Limited, Pakkal Dul District Kishtwar, M/s L&T Limited, Pakkal Dul, District Kishtwar UT of Jammu and Kashmir for not giving Central Minimum Wages to major contractors to its workers is legal and justified? If not, then to what relief the concerned workmen are entitled to and from which date?"

1. On 04.03.2025, Mr. Naseeb Singh appeared on behalf of workman and filed authority letter on behalf of the workman and made a statement that he withdraw the present reference on behalf of the workman as he is General Secretary of Kisan Majdoor Union. AR for respondent no.1 had stated that the reference cannot be withdrawn.
2. Today also AR for respondent no.1 has stated that in this case, if applicant is allowed to withdraw the present reference, then workmen of project Chenab Valley may go on strike. In this regard, it is pertinent to mention here that since in the present case, AR for workman has withdrawn his case i.e. for granting Central Minimum Wages, then it is clear that he has also withdrawn his claim.
3. So far as going on strike by the other workmen is concerned, the reference is not pertaining to that. Hence the workman is allowed to withdraw the present reference. Accordingly, 'No Claim Award' is passed in the present reference.
4. Let copy of this award be sent to the Appropriate Government as required under Section 17 of the Act for publication.

KAMAL KANT, Presiding Officer

नई दिल्ली, 7 अप्रैल, 2025

का.आ. 585.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार आयुक्त, केंद्रीय माध्यमिक शिक्षा बोर्ड, 2 सामुदायिक केंद्र, प्रीत विहार, दिल्ली; क्षेत्रीय कार्यालय, केंद्रीय माध्यमिक शिक्षा बोर्ड, सेक्टर 5, पंचकुला, हरियाणा, के प्रबंधन के संबद्ध नियोजकों और श्री विपिन कुमार, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय-1, चंडीगढ़, पंचाट (संदर्भ संख्या 26/2016) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 07.04.2025 को प्राप्त हुआ था।

[सं. एल - 42012/80/-2016-आई आर (डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 7th April, 2025

S.O. 585.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 26/2016) of the **Central Government Industrial Tribunal cum Labour Court-1, Chandigarh**, as shown in the Annexure, in the Industrial dispute between the employers in relation to **The Commissioner, Central Board of Secondary Education, 2 Community Centre, Preet Vihar, Delhi; The Regional Office, Central Board of Secondary Education, Sector 5, Panchkula, Haryana, Haryana, and Shri Vipin Kumar, Worker**, which was received along with soft copy of the award by the Central Government on 07.04.2025.

[No. L-42012/80/2016-IR(DU)]

DILIP KUMAR, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH.

Present: Sh. Brajesh Kumar Gautam, Presiding Officer, Chandigarh.

ID No.26/2016

Registered On: 29.08.2016

Vipin Kumar R/o H.NO.141/1, Gali No.10, Mani Majra Town, Chandigarh.

.....Workman

Versus

1. The Commissioner, Central Board of Secondary Education, 2 Community Centre, Preet Vihar, Delhi.
2. The Regional Office, Central Board of Secondary Education, Sector 5, Panchkula, Haryana.

.....Managements

AWARD

Passed On: 25.03.2025

Central Government vide Notification No. L-42012/80/2016-IR (DU) dated 16.08.2016, under clause (d) of Sub-Section (1) sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) (hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

“Whether the action of the management of Central Board of Secondary Education, Panchkula in terminating the service of Sh. Vipen Kumar working on daily wages at Branch Office, Central Board of Secondary Education, Panchkula w.e.f. 07.09.2013 is just, fair and legal? If not, what relief the workman is entitled to and from which date?”

1. During the pendency of the proceedings before this Tribunal the case was fixed for filing affidavit by workman but none is responding on behalf of workman. It is submitted by the Ld. Counsel for the management that workman is not turning up since long and prayed for dismissal of the present claim petition.
2. Perused the file and it is found that since 13.09.2023 the workman is absent and no step is being taken. From 22.04.2024 the case record is running for evidence of workman but no evidence adduced. Several opportunities have already been given to the workman to file affidavit but of no use. It denotes that the workman is not interested in adjudication of the matter on merits as such, this Tribunal is left with no choice except to pass a ‘No Claim Award’. Accordingly, no claim award is passed in the present case for the non-prosecution of workman. File after completion be consigned in the record room.
3. Let copy of this award be sent to Central Government for publication as required under Section 17 of the ID Act, 1947.

B.K. GAUTAM, Presiding Officer

नई दिल्ली, 7 अप्रैल, 2025

का.आ. 586.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एआई हुडा इलेक्ट्रिकल और रखरखाव, श्रीनगर, जम्मू और कश्मीर, के प्रबंधन के संबद्ध नियोजकों और श्री मेहराज उद दीन कुमार, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय-2, चंडीगढ़, पंचाट (संदर्भ संख्या 25/2024) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 07.04.2025 को प्राप्त हुआ था।

[सं. एल -42025-07-2025-88-आईआर (डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 7th April, 2025

S.O. 586.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 25/2024) of the **Central Government Industrial Tribunal cum Labour Court-2, Chandigarh**, as shown in the Annexure, in the Industrial dispute between the employers in relation to **AI Huda Electrical and maintenance, Srinagar, Jammu and Kashmir, and Shri Mehraj ud din Kumar, Worker**, which was received along with soft copy of the award by the Central Government on 07.04.2025.

[No. L-42025-07-2025-88-IR(DU)]

DILIP KUMAR, Under Secy.

ANNEXURE
IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II,
CHANDIGARH

(Presided over by Mr. Kamal Kant).

Special Campaign for Settlement

ID No.25/2024

Registered on:-30.09.2024

Mehraj ud din Kumar, Bilalabad Colony, Pulwama, Jammu and Kashmir-192123.

----- Workman

Versus

AI Huda Electrical and maintenance, Srinagar, Jammu and Kashmir-192123

----Management

Present:- None for Workman

None for management.

Award : 08.03.2025

Central Government vide Notification No.08(39)/2022/RLC/Jmu dated 03.09.2024, under of sub-section (5) of Section 12 read with sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

1. ***Whether the termination of Sh. Owais Ahmad Parry, Sh. Modh. Rafiq Bhat and Sh. Mehraj-ud-din Kumar w.e.f. 01.10.2022 by the contractor of M/so AI Huda Electrical and Maintenance, HeadOffice Wuyun, Tehsil Pampore, Distt. Pulwama, UT of J & K -191102 and the Airport Director, Srinagar Intenational Airport, Srinagar, UT of J & K is legal and justified? If not, then to what relief the concerned workmen are entitled to and from which date?***
1. The matter is fixed for filing claim statement by the workman since 20.12.2024. Notice was issued to the workman on 20.12.2024 for 04.03.2025. However despite service, the workman neither put appearance, nor filed any claim statement on 04.03.2025 and the matter was put up in Lok Adalat.
2. Since the workman has neither put his appearance nor filed any claim statement, this Tribunal is left with no choice, except to pass a 'No Claim Award'. Accordingly, 'No Claim Award' is passed in the present reference.
3. Let copy of this award be sent to the Appropriate Government as required under Section 17 of the Act for publication.

KAMAL KANT, Presiding Officer

नई दिल्ली, 8 अप्रैल, 2025

का.आ. 587.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार जम्मू और कश्मीर बैंक लिमिटेड के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **चंडीगढ़-I** के पंचाट (94/2018) प्रकाशित करती है।

[सं. एल -12012/36/2018-आईआर (बी-I)]

सलोनी, उप निदेशक

New Delhi, the 8th April, 2025

S.O. 587.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 94/2018) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Chandigarh-I* as shown in the Annexure, in the industrial dispute between the management of Jammu and Kashmir Bank Limited and their workmen.

[No. L-12012/36/2018- IR (B-I)]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH.

Present: Sh. Brajesh Kumar Gautam, Presiding Officer, Chandigarh.

ID No. 94/2018

Registered on 21.01.2019

Manzoor Ahmad Kripak, C/o Mohd. Shafi Kripak, O/o Dy. Director, Forest Protection Force, Opposite, K.V. School, Kishtwar (J&K)-182204.

.....Workman

Versus

1. The Chairman, The Jammu and Kashmir Bank, Pvt. Ltd., Corporate Headquarter, M.A. Road, Srinagar (J&K)-190001.
2. The Senior Executive Manager (Personnel), HRD Division, Corporate Office, M.A. Road, Srinagar (J&K)-190001.
3. The Executive Manager, HRD Division, Corporate Office, M.A. Road, Srinagar (J&K)-190001.

.....Respondents

Sh. R.S. Longia AR alongwith Workman

Sh. SC Gupta AR for Management

*Judgment reserved on 24th February, 2025**Judgment Pronounced on 21st March, 2025*JUDGMENT/ AWARD

1. Central Government vide Notification No. L-12012/36/2018-IR(B-I) dated 16.11.2018, under clause (d) of Sub-Section (1) sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) (hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

“Whether the action of the management of Jammu and Kashmir Bank Limited representing through its Chairman in terminating the services of Shri Manzoor Ahmad Kripak w.e.f. 05.03.2012 is justified, fair and legal? If not to what relief the workmen is entitled to and from which date?”

2. **The case of Workman/ Petitioner-** The brief facts of the case as unfolded from the claim statement are that the workman is a young boy hailing from a far flung and remote area and was engaged on a contractual basis as banking attendant for a period of 2 years w.e.f. 01.04.2007 as per order dated 10.04.2007. The workman joined at the bank of Kishtwar Branch Office on 23.04.2007. Initially the workman worked as banking attendant till the year 2009 and vide order dated 24.06.2009 the workman was temporarily appointed as Banking Attendant at Branch Office Kishtwar and was on 6 months probation period which could be extended for a period of three months. Thereafter, the workman was posted at business unit Dulhasti with code no.22631. It is most pertinent to mention here that after working in the capacity of Banking Attendant the workman discharged his duties at the said branch as well as of the respondent bank and in acknowledgment and recognition of the services of the workman during his probation period and on the recommendations of the Manager, Branch Office Dulhasti the services of the workman were ultimately confirmed in the services of the bank w.e.f. 01.01.2010 with a pay scale of Rs.5850-14150/- vide order dated 24.02.2012 bearing No.HRD/2012-1087 issued by respondent No.2. As per confirmation order dated 24.02.2012 the workman had assumed indefeasible right to be entitled of the pensionary benefits as per Pension Regulation, 1995. It is mentioned here that after confirmation, no complaint from any quarter whatsoever was received and however, the workman was terminated vide impugned order dated 05.03.2012 issued by respondent No.3. After termination the workman filed a Civil Suit before the Hon’ble District Judge, Srinagar. The respondents appeared and filed written statement and on the plea raised by the respondent bank before the Court regarding the jurisdiction of the said Court, the Ld. Additional District Judge, Srinagar has dismissed the suit vide order dated 18.08.2017 on the ground of jurisdiction. It is further case of the workman that that the allegations framed against workman in the order dated 05.03.2012 were totally wrong and baseless and regarding the said allegations a FIR was also registered by the Crime Branch, Jammu bearing No.29/2010 and thorough investigation of the case the Crime Branch vide charge sheet No.20 dated 17.10.2012 filed a Challan against the erring officials of the respondent bank alongwith other persons which is pending disposal before the Sessions Judge, Kishtwar. The prayer of the workman is to set aside the order dated 05.03.2012 and to reinstate the workman with all consequential benefits and continuity of service with full back wages from the date of his termination.

3. **The case of Management-**In response to notice issued the Management appeared and filed its written statement/ reply to the petition of workman. Raising preliminary objections, the Management has taken stand that the Bank is governed by the rules and regulation and as per Clause 522(1) of Shastri Award the services of the workman Manzoor Ahmad Kripak was terminated. The Tribunal has no jurisdiction to scrutinize the legality or otherwise of the Shastri Award, therefore the present claim petition is not maintainable. It is also case of the Management that the Bank is a private sector Bank and relationship of employee-employer is of contractual nature. No employee can compel to Management to retain him/her in the service. There has been delay and laches in filing the claim petition.

While giving para-wise reply the Management has denied the facts stated in the claim petition. It is stated that initially the workman was engaged by the then Branch Manager Business Unit Kishtwar as Cash Coolie (Peon) in the year 1999 on wages @Rs.30/- per day for carrying cash from pay counter to main branch and back and the workman has admitted in his own statement dated 16.06.2010 that he was working as Cash Coolie at Business Unit Kishtwar since 1999. Later on an order dated 10.04.2007 was issued by Senior Executive Manager Personnel as per order whereby the workman was engaged on contractual basis as Banking Attendant on monthly consolidated wages @Rs.3,500/- for a period of two years w.e.f. 01.04.2007 vide order dated 10.04.2007. It is denied in pursuance of engagement order dated 10.04.2007 the workman reported for duties within the prescribed period. As per order dated 10.04.2007, the workman had to report for duties by or before 15.04.2007 at the J&K Bank Ltd. Zonal Office Railhead Complex Jammu for posting. However, the workman joined Personnel Department, Zonal Office, Rail Head Complex, Jammu on 23.04.2007. Consequent upon his joining he was posted at Business Unit Kishtwar of the respondent bank. The management has denied that the workman had worked honestly and there was no complain against him. According to the Management there was complain from Mr. M.A. Bhawani (Ex. Chief Manager & customer of Business Unit Kishtwar) and staff of the Bank in December 2008 and June 2009 with regard to fraudulent withdrawal from different savings bank accounts at Business Unit Kishtwar. Thorough investigation was conducted by the Bank and the workman was found involved in commission of fraudulent acts and therefore his services were terminated under Clause 522(1) of Shastri Award. According to case of management on 02.11.2006 a current account No.CD1357 in name of Bashir Rehmat Zargar was opened without obtaining any photo ID of Account holder, license under JK Shops and Establishment Act and letter of undertaking on the stamped paper, the said account was introduced by one Mr. Jahural Hassan Kamal. It is further stated by management that after opening the said current account a demand draft No.005244 dated 13.10.2006 in favour of Bashir Ahmad for an amount of Rs.4.86 lacs drawn on Central Bank of India. The said draft was returned unpaid by Central Bank of India with remark that draft was 'fake'. It is further stated by the management that saving bank cheque book bearing Nos. 4717901 to 4717910 was issued by business Unit Kishtwar to Smt. Satya Devi having account No.SB-898. Said Satya Devi misplaced her unused cheques bearing Nos. 4717907, 4717908 and 4717909. Those cheques were used to commit fraud and illegal withdrawal of Rs.3 lacs from Saving Bank Account No.SB295 of Syed Salima Bano on 03.05.2007, Rs.1,00,000/- from Saving Bank Account No.SB-10629 of Girdhari Lal on 10.05.2007 and Rs.0.60 lacs from Saving Bank Account No.SB-220 of Tek Chand Thakur on 18.05.2007. The investigation revealed that account opening form of current account No.CD-1357 of Mr. Bashir Ahmad Zargar was admittedly filled/ retailed by the workman himself in his own hand writing and he was involved in opening of said current account. The further investigation also revealed that workman was involved in posting of one cheque bearing No.4717909 for Rs.0.60 lacs fraudulently by using finacle user ID of Mr. Subhash Chander Parihar (another employee of bank). This way the workman misused user ID/ Password of Subhash Chander Parihar with malafide intention. During the investigation it was also revealed that payment of other two cheques bearing 471907 and 471908 for Rs.3.00 lacs and Rs.1.00 lac respectively were authorized by concerned passing officers of said business unit after being prevailed upon/ influenced by the workman and after being assured by workman of the genuineness of these cheques as were as signatures thereon. This Act of workman reveals that he had illegal access to the system and record of business Unit by misusing User ID's of other officials. It is also case of management that User Id's are only allotted to Clerks and above and not to banking attendants (Peons), the workman was not allotted any User ID in the respondent bank. It is further stated by the management that respondent bank had received a letter dated 01.06.2010 from SP(A) for ADGP CID J&K whereby, the respondent bank was informed that during the course of interrogation of suspect Jahural Hassan who was arrested in FIR No.39/06, it was disclosed by said Jahural Hassan that he had hatched the conspiracy with one Manzoor Ahmad Kripak to draw some amount from the account of others by forging an amount of Rs. 4.60 lacs through different cheques. The said cheques were brought by Manzoor Ahmad Kripak by filling account numbers of holders and later on the said amount so withdrawn was distributed equally. The further case of management has been that the workman was called upon by the bank on 16.06.2010 to explain his position, he gave his personal statement and admitted that one Mr. Bashir Ahmad Zargar had approached him to fill account opening form, that one cheque for Rs.60,000/- was posted in system by him using password of Subhash Chander Parihar who was working on cash counter as such he was asked by Mr. Samus-din Branch Head towards at SB Counter and Token was also issued by him. It is also stated in the written statement of management that the workman had availed various loans and he did not adjusted the said loans. According to further case of management due to involvement of workman in fraudulent activities the bank lost confidence in him as his integrity had become doubtful and therefore, he was terminated from the services. It is denied that the workman assumed indefeasible right after confirmation in the service. The termination order is legal order and in accordance with the provisions of Shastri Award. The claim petition of workman is liable to be dismissed.

4. **Issues:** Since present Industrial Dispute has arisen on a reference received from the Ministry of Labour & Employment, the terms of Reference- **Whether the action of the management of Jammu and Kashmir Bank Limited in terminating the services of Shri Manzoor Ahmad Kripak w.e.f. 05.03.2012 is justified, fair and legal? If not to what relief the workmen is entitled to and from which date?"**

5. During hearing of the case the workman Manzoor Ahmad Kripak himself has got examined as Witness No.1 and during his evidence certain documents were brought on record and were marked as Exhibits as follows:

Sr. No.	Documents	Exhibit
1.	Copy of Order dated 10.04.2007, engaging workman on contractual basis as banking attendant.	Ex. W-1
2.	Copy of Posting Order dated 23.04.2007.	Ex. W-2
3.	Copy of Order of Temporary Appointment dated 24.06.2009	Ex. W-3
4.	Copy of Order of Confirmation dated 24.02.2012	Ex. W-4
5.	Copy of Impugned Termination Order and Circular No.685 dated 05.03.2012	Ex. W-5
6.	Copy of Order dated 18.08.2017 of ADJ, Srinagar	Ex. W-6
7.	Copy of Challan dated 17.10.2012 in FIR No.29/2010 dated 30.11.2010.	Ex. W-7

6. During hearing of the case of the For Management one witness namely Mohd. Ayub Wanchoo got examined as Management Witness No.1 and during his evidence certain documents were brought on record and were marked as Exhibits as follows:

Sr. No.	Documents	Annexure/ Exhibits
1.	Copy of Order dated 10.04.2007	Annexure R-1
2.	Copy of Posting Order dated 23.04.2007	Annexure R-2
3.	Copy of relevant portions of the said regulations.	Annexure R-3
4.	Copy of Investigation Report dated 19.10.2009	Annexure R-4
5.	Copy of Explanations dated 29.07.2010	Annexure R-5
6.	Copy of Letter dated 01.06.2010	Annexure R-6
7.	Copy of Statement	Annexure R-7
8.	Copy of Clause 522 (1) of Shastri Award	Annexure R-8
9.	Copy of Termination Order dated 05.03.2012	Annexure R-9
10.	Copy of Payment Order dated 05.03.2012	Annexure R-10

7. **Arguments on behalf of Parties:** It has been submitted by Ld. Counsel appearing on behalf of petitioner-workman that without holding an enquiry termination order contained in Ex.W-5 was passed exercising the power vested in competent authority under Clause 522 of the Shastri Award. According to Ld. Counsel that clause 522 (1) of the Shastri Award applicable only where the cases not involving disciplinary action for misconduct and subject to Clause (6) is there. According to Ld. Counsel in present case infact allegation of dishonesty and unlawful embezzlement of cash aggregating to lacs of rupees has been made in the letter dated 05.03.2012 (Annexure Ex.PW-4) whereby it has been circulated to all business units of the bank and offices that workman has jeopardized the interest of the bank. It is further argued that the workman has been a permanent employee and any termination order which carries stigma on the conduct of employee can only be passed after holding in house enquiry and finding the charges against delinquent as proved. But in this case neither any departmental enquiry has been conducted nor any opportunity of hearing before terminating the service of workman has been given and in violation of natural justice services has been terminated. It is also argued that infact First Information Report was also lodged and several other bank employees including officers of Manager Rank were found guilty and against them even Charge Sheet was filed but the workman has been punished and apparently no action has been taken against real culprit. According to Ld. Counsel Management witness himself has expressed ignorance about registration of any such FIR and infact the registration of FIR No.29 of 2010 is mentioned in the reply of Management. It is also argued that it is admitted by

Management that peon has no role in clearance or rejection of any cheque presented by customer and the question has been as to why Branch Manager provided User ID of counter clerk to the workman and directed him to operate the account in question. It is further argued that as per available record the workman was reported to have been making posting and entry of a cheque but it was only a direction of Branch Manager. In a hand written statement of workman which has been brought on the record by Management as Document R-7 shows that on instruction of Mr. Shamus Ud Din Branch Head one cheque for Rs.60,000/- was posted in the system working on SB Counter and this where no fault has been committed by workman. According to Ld. Counsel amount of Rs.4,60,000/- was fraudulently withdrawn by Mr. F.A. Mir and Mr. A.H. Mattoo from Zonal Office Doda through Zahrul Hussain. In support of case of workman Ld. Counsel has relied on a reported decision of the Supreme Court **1993 (3) SSC 259 titled as D.K. Yadav Vs. M/s J.M.A. Industries Ltd.**, reported decision of Jammu & Kashmir High Court **1968 (2) LLJ 646 titled as Central Bank of India Versus State of Jammu & Kashmir**, Judgment of Allahabad High Court reported as **1998 (3) AWC 1680 All titled as Dal Chand Aggarwal Versus Divisional Manager, Bank of Maharashtra** and a decision dated 12.04.2013 of CGIT-cum-Labour Court-1, Chandigarh in ID Case No.2/2010 Sh. Mohd. Shafi Bhat Versus Chairman Jammu & Kashmir Bank and submitted that in these cases it has been held that an employee cannot be terminated in violation of natural justice and without holding enquiry if there is allegation against that very employee in the last he submitted that the reference may be allowed in favour of workman by setting aside the termination order dated 05.03.2012 and the workman may be reinstated with all back wages and consequential other service benefits.

8. Per Contra it is submitted by Ld. Counsel on behalf of Bank Management that clause 522 (1) of Shastri Award gives Power to the for Management to terminate an employee permanent or probation when employees integrity is doubtful, it is also argued that no enquiry is required in such matter. The Ld. Counsel for the Bank For Management has placed his reliance on reported decision of the Supreme Court of India reported as **AIR 1972 Sh. S.C. Gupta 1343 AIR India Corporation Versus V.A. Rebellow and Ors** and submitted that where there was lack of confidence in capabilities of performance and duties the termination was correct and valid. The Ld. Counsel for the Bank Management has also relied on another decision of High Court of Delhi **MANU/DE/1448/2019 titled as State Bank of Travancore Versus Prem Singh**, wherein order for reinstatement of respondent with 50% of back wages passed by Industrial Tribunal has been set aside by the Hon'ble High Court. In the last it has been submitted by the Ld. Counsel for the for Management that the termination order is valid and legal and therefore, the claim of workman may be rejected and no relief should be granted to him.

9. **Finding:** I have heard Ld. Counsel for the workman and Ld. Counsel for the Management at length as above and perused the case record. It is not in dispute that earlier workman Manzoor Ahmad Kripak was engaged with the Jammu & Kashmir Bank, Pvt. Ltd. on contractual basis as banking attendant and subsequently he was regularized in the service of the bank w.e.f. 01.01.2010 in the time scale of Rs.5,850/- - Rs.14,150/- vide order dated 24.02.2012 issued from the office Executive Manager, Human Resource Division Corporate Head Quarter, SGR. It is also admitted fact that till the date of termination dated 05.03.2012 the workman had worked with the bank and without holding any enquiry, the bank management terminated the services of workman resorting to the clause 522 (1) of the Shastri Award. According to the plea of management this clause 522 (1) of the Shastri Award gives power to management to terminate services of employee in cases not involving disciplinary action for misconduct and subject to clause (6) of the said Rule-522. In the present case it appears that on the date of passing the termination order itself i.e. 05.03.2022 a circular No.685 was also issued by Human Resource Development Division of J&K Bank, whereby all business units offices were informed that Mr. Manzoor Ahmad (the workman) has been terminated from the services on the allegation of dishonesty and unlawful embezzlement of cash aggregating lacs of rupees and jeopardizing the interest of Bank. This circular terminating services of workman itself is stigmatic making allegations of dishonesty and unlawful misappropriation/ embezzlement of several lacs of rupees. The argument of opposite party (Bank Management) has been that termination under Clause 522 (1) of the Shastri Award is not stigmatic cannot be accepted. In the present case there is allegation of dishonesty and embezzlement of certain amount and therefore, the termination is not simpliciter one. It may be noted here that a First Information Report regarding embezzlement of money was also lodged being FIR No.29/2010, Police Station, Crime Branch, Jammu in which Challan Sheet No.20 dated 17.10.2012 was submitted. Remarkably in the said Challan the workman Manzoor Ahmad Kripak is not sent up to face trial as an accused rather he has been made witness at Sr. No.11 in the list of witnesses. There are four accused persons-Shamas Din, Keshav Raj Rakwal (then Manager Branch Kishtwar), Sanjeev Kumar (the Then Manager) and Zahoor-Ul-Hassan in the said Challan report, who are sent up to face trial before Court of Special Judge, Anti-Corruption, Jammu. If this was the result of investigation by the Police, how the bank management suspected the workman for the alleged embezzlement of the money is certainly colorable exercise of Power. The moot question in the present case is whether taking resort to Clause (1) Rule-522 of the Shastri Award an Order for terminating services of an employee can be passed in violation of natural justice? In the reported decision of Supreme Court **1993 (3) SCC 259 titled as D.K. Yadav Versus M/s J.M.A. Industries Limited**, it has been held that in the interest of justice and fairness a reasonable opportunity must be given to an employee to enable him to put forth his case a proper enquiry is must before terminating the service. Any rule or law prescribing procedure inconsistent to Articles 14 and 21 of the Constitution of India has to be struck down The Supreme Court has observed in Paragraph 11 of this reported decision-

“It is thus well settled law that right to life enshrined under Article 21 of the Constitution would include right to livelihood. The order of termination of the service of an employee/ workman visits with civil consequences of jeopardizing not only his/ her livelihood but also career and livelihood of dependents. Therefore, before taking any action putting an end to the tenure of an employee/ workman fair play requires that a reasonable opportunity to put forth his case is given and domestic enquiry conducted complying with the principles of natural justice. In D.T.C. v. D.T.C. Mazdoor Congress and Ors. (supra) the constitution bench, per majority, held that termination of the service of a workman giving one month’s notice or pay in lieu thereof without enquiry offended Article 14. The order terminating the services of the employees was set aside”.

In another reported decision of Hon’ble Jammu & Kashmir High Court **Central Bank of India Versus State of Jammu & Kashmir & Ors, 1968 (2) LLJ 646**, it has been held that the form of order of termination is not conclusive of the true nature of the order, for it is possible that the form may be merely a camouflage for an order of dismissal for misconduct. It is therefore, always open to the Tribunal to go behind the form and look at the substance, and if it comes to the conclusion for example that through in form the order amounts to termination simpliciter, in reality cloaks a dismissal for misconduct, it will be opened to it to set it aside as a colorful exercise of the power. Once an employee is confirmed in service he cannot be terminated by way of punishment without holding any enquiry by the competent authority. In the reported decision of Supreme Court **AIR 2018 SC 973 titled as Kurukshetra University Versus Prithvi Singh**, It is has been held that a termination of employee if it is imposed by way of punishment it cannot be treated as retrenchment. In a reported decision of Hon’ble High Court of Allahabad **1998 (3) AWC 1680 A II titled as Dal Chand Aggarwal Versus Divisional Manager, Bank of Maharashtra** Clause 522 (1) of Shastri Award was considered and it was held by the Hon’ble High Court that rules for termination of service of temporary or permanent employee liable to be declared as violation of Article 14 & 16. In this reported decision Divisional Manager, Bank of Maharashtra had terminated services of petitioner Dal Chand Aggarwal taking resort to Rule 522 (1) of Shastri Award. Hon’ble High Court while setting aside the termination vide Paragraph 23 of the Judgment has observed-

“The services of the petitioner were thus terminated on the suspicion that the petitioner had made a complaint that respondent No.2 had not paid the charges for washing the clothes to the proprietor of the Liberty Dry Cleaners. The petitioner was not afforded any opportunity to show cause as to whether in fact, he had made the complaint against respondent No.2 which was false to his knowledge. The respondent resorted to paragraph No.522(1) of Shastri Award wherein his services could be terminated only by giving three months’ notice or salary in lieu thereof, the order making it to be a simpliciter order of termination of his services. In fact, it was not a simpliciter termination order but it was passed on the basis of suspected charges of which the petitioner was not given any show cause notice”.

10. In the case in hand although there is no mention of any reason for termination of services of workman in the termination order dated 05.03.2012 and only reference of Rule/ Clause 522 (1 of the Shastri Award) is mentioned therein but a circular of same date (05.03.2012) was also issued imputing charges of dishonesty and unlawful embezzlement and allegation was that it jeopardized the interest of the bank. In above view of the matter the termination cannot be said simpliciter one but it was passed on the basis of suspected charges of which the petitioner was not given any opportunity to defend him. Infact, the order of termination is by way of punishment without holding any domestic enquiry and in violation of natural justice. In reported decisions: 2004 (4) SCT 125 *Kulwant Singh Vs. State of Haryana*, 2010 (5) SLR 285 *State of Punjab Versus Baljinder Singh*, 2005 (1) SCT 106 *Surinder Pal Kaur Versus State of Punjab*, 2011 (4) SLR 192. *The Dhotian Cooperative Agricultural Service Society Ltd. Versus Wirsia Singh and others*, 2010 (4) LLJ 821 *Union of India Vs. Mahaveer C. Singhvi*, 2009 (1) SCT 225. *The Ambala Cooperative Bank Ltd. Versus The Presiding Officer, Labour Court*, 1996 (4) SCT 772 *Rajinder Kumar Versus State of Haryana* and 1993 (2) SLR 640. *The management of New Delhi Tuberculosis Centre Versus Lt. Governor of Delhi*, in all these case laws it has been held that if the order has been passed on the basis of misconduct without holding proper enquiry and in violation of principle of natural justice the same is liable to be quashed.

11. Thus from the facts and circumstances and for the reasons discussed hereinabove the Reference No.L-12012/36/2018 IR(B-I) dated 16.11.2018 is decided in favour of workman and it is held that the termination order dated 05.03.2012 passed by Chairman and CEO of J&K Bank contained in Annexure-A (Ex.W-5) being stigmatic, unjustified, unfair and illegal to the workman and without conducting any enquiry and without providing the workman any opportunity of defense cannot be sustained and same is liable to be set aside. The workman is entitled for the relief of reinstatement with all consequential benefits and in continuity of service with full back wages from the date of his termination. The Reference is decided accordingly.

12. It is therefore-

ORDERED

That the present ID No.94/2018 titled as Manzoor Ahmad Kripak Vs The Jammu & Kashmir Bank & Ors arising out of Reference No.L-12012/36/2018 IR(B-I) dated 16.11.2018 is decided in favour of workman and it is held that the termination order dated 05.03.2012 passed by Chairman and CEO of J&K Bank contained in Annexure A (Ex.W-5) being stigmatic, unjustified, unfair and illegal to the workman and without conducting any enquiry and without

providing the workman any opportunity of defense cannot be sustained and same is set aside. The respondents/ Bank Management of Jammu & Kashmir Bank Pvt. Ltd. are directed to reinstate the workman Manzoor Ahmad Kripak with all consequential benefits and continuity of service with full back wages from the date of his termination.

13. Let copy of this award be sent to the Appropriate Government as required under Section 17 of the Industrial Dispute Act for publication.

Dated: 21.03.2025

B.K. GAUTAM, Presiding Officer

नई दिल्ली, 8 अप्रैल, 2025

का.आ. 588.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाप्रबंधक (ओ एंड एम), नेशनल थर्मल पावर कॉर्पोरेशन लिमिटेड, विंध्यनगर.सिंगरौली, (म.प्र.), प्रबंधन के संबद्ध नियोजकों और महासचिव, एनटीपीसी कर्मचारी संघ विंध्यनगर, विंध्यनगर, सिंगरौली, मध्य प्रदेश, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय, जबलपुर पंचाट (संदर्भ संख्या आईडी नंबर सीजीआईटी/एलसी/आर/77/2024, को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 08.04.2025 को प्राप्त हुआ था।

[सं. एल -42025-07-20258-91-आईआर (डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 8th April, 2025

S.O. 588.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. ID.No. CGIT/LC/R/77/2024), of the **Central Government Industrial Tribunal cum Labour Court, Jabalpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **The General Manager (O & M), National Thermal Power Corporation Ltd., Vindhyanagar. Singrauli, (M.P.), and The General Secretary, NTPC Karmchari Sangh Vindhyanagar, Vindhyanagar, Singrauli, Madhya Pradesh**, which was received along with soft copy of the award by the Central Government on 08.04.2025,

[No. L-42025-07-20258s-91- IR (DU)]

DILIP KUMAR, Under Secy.

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/77/2024

Present: P.K.Srivastava

H.J.S..(Retd)

The General Secretary,

NTPC Karmchari Sangh Vindhyanagar,

R/o B-237/NH-1 Vindhyanagar

Singrauli, Madhya Pradesh – 486885.

Workman

Versus

The General Manager (O & M)

National Thermal Power Corporation Ltd.,

PO-Vindhyanagar

Singrauli, (M.P.) - 486885.

Management

LOK-ADALAT AWARD**(Passed on this 08th day of March - 2025.)**

As per letter dated 23/10/2024 by the Deputy Chief Labour Commissioner (Central) Jabalpur, Ministry of Labour, the reference is made to this Tribunal under Section - 10 of Industrial Dispute Act, 1947 as per reference number SH-1(45)/2021 dt. 23/10/2024. The dispute under reference related to :-

“Whether the demand of the General Secretary, NTPC Karmchari Sangh, Vindhyanagar for release of Dearness Allowance of Employees of NTPC Ltd., Vindhyanagar management w.e.f. 01.01.2021 against the management of NTPC Ltd., Vindhyanagar, District – Singrauli (MP) is legal, justified and proper ? If not what relief the workmen are entitled to?”

After registering the case on the basis of the reference, notices were sent to the parties and were duly served on them.

On 08.03.2025, the case was taken in the National Lok-Adalat. Union has already filed affidavit and application stating that the dispute has been settled out of Court and does not exist now.

Since, the dispute has been settled between the parties, no dispute in the reference exists and the reference is answered accordingly.

DATE: 08/03/2025

P. K.SRIVASTAVA, Presiding Officer

नई दिल्ली, 8 अप्रैल, 2025

का.आ. 589.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडस टावर्स लिमिटेड, मुख्य कार्यकारी अधिकारी, वसंत कुंज, फेज-II, नई दिल्ली; सर्कल हेड (एचआर-एमपी-सीजी) इंदौर (म.प्र.), प्रबंधन के संबद्ध नियोजकों और श्री विद्या भूषण मिश्रा, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय, जबलपुर पंचाट (संदर्भ संख्या आईडी नंबर सीजीआईटी/ एलसी/ आर सी/03/2017, को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 08.04.2025 को प्राप्त हुआ था।

[सं. एल -42025-07-20258-92-आईआर (डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 8th April, 2025

S.O. 589.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. ID.No. CGIT/LC/RC/03/2017), of the **Central Government Industrial Tribunal cum Labour Court, Jabalpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **INDUS Towers Ltd., Through -Chief Executive Officer, Vasant Kunj, Phase-II, New Delhi ; Chircle Head (HR-MP-CG), Indore (M.P.), and Shri Vidya Bhooshan Mishra, Worker**, which was received along with soft copy of the award by the Central Government on 08.04.2025,

[No. L-42025-07-20258-92- IR (DU)]

DILIP KUMAR, Under Secy.

ANNEXURE**THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR**

NO. CGIT/LC/RC/03/2017

Present: P.K.Srivastava

H.J.S..(Retd)

Vidya Bhooshan Mishra

S/. Late Shridhar Mishra,

R/o. Gali No. 6, Ward No. 31,

Near Jogani Mata Mandir,

Parmanandpuram, Distt.- Satna (M.P.)

Workman

Vs

1. INDUS Towers Ltd.

Through its Chief Executive Officer

Registered Office- Bharti Crescent 1,

Nelson Mandela Road, Vasant Kunj

Phase-II, New Delhi-110070.

2. Chircle Head (HR-MP-CG)

INDUS Towers Ltd., H-3 Metro Tower

Fourth Floor, Scheme No. 54, Near Vijay

Nagar Square, AB Road, Indore (M.P.)

Management**(JUDGMENT)****(Passed on this 03rd day of March-2025)**

The Workman has filed petition under Section 2(A) (2 & 3) of the **Industrial Disputes Act 1949 (in short the Act)**, against termination of his services by the Management with a case that, he had joined the Management as Cluster Incharge vide order dated 03.08.2009 and was posted at Panna. He was directed to be transferred from Panna to Ratlam in July 2015. He showed his inability to join at the place of transfer due to illness of his wife who was under medical treatment. He applied for leave from 17.07.2015 to 03.08.2015 via email as he was also under treatment during this period. When he reported back on duty after recovery, the management did not permit him to join at Panna. He sent another application on 10.09.2015 requesting the management to transfer him near Satna, which was rejected by management and the management issued a show-cause dated 11.09.2015 alleging him of misconduct by way of willfully absenting from service. He responded to the show-cause mail and again requested management to transfer him near Satna. The management again issued a letter dated 20.10.2015 informing him to submit explanation of show-cause notices dated 05.08.2015 and 19.08.2015 which were never served on him. The management illegally terminated his services without issuing any charge-sheet vide order dated 11.12.2015 which is unjust, illegal and arbitrary. The workman has prayed that holding the termination of his services vide order dated 11.12.2015 against law, he be held entitled to be reinstated with back wages and benefits.

In its written statement to the petition, the Management has taken a case that **firstly**, the petitioner is not a workman as defined u/s. 2(s) of the Act because he was appointed as a Cluster Incharge which was managerial in nature and was paid basic salary Rs. 11633/- p.m. with allowances totaling at Rs. 24219/-. He was issued a show-cause notice informing him to explain the reasons of his absence without getting any leave sanctioned and without informing management, failing which taking that he has admitted his misconduct. He did not furnish any justifiable explanation and was terminated from service in the light of his service contract.

The petitioner has filed his rejoinder in which he has mainly reiterated his case as taken by him the petition.

In evidence, the petitioner filed his affidavit as his examination in chief, he also filed and proved Ex. W/1 to W/7 which are his appointment order dated 03.08.2009, his representation for cancellation of his transfer, his communication with management via email, copy of show-cause notice dated 20.10.2015 and 11.12.2015 as well the termination order and certificate regarding failure of conciliation. He has been cross examined by management.

Management has filed and proved Letter of Appointment, Letter of Management, Letter of Termination, Exb. M/1 to M/6. Management has also filed affidavit of its Witness as his examination-in-chief, who has been cross-examined by the Workman.

I have heard argument of Learned Counsel Mr. K.B. Singh for the petitioner and Mr. B.M. Tripathi for Management. I have gone through the record as well.

The first argument of Learned Counsel for Management is that the petitioner is not a Workman as defined under Section 2(s) of the Act and **secondly**, there is no illegality committed by Management in terminating services of petitioner in the light of his appointment contract.

Learned Counsel for Petitioner has replied the **First** argument on the ground that it is nowhere pleaded nor is proved by Management that the petitioner is not a Workman as defined under the Act. And **Secondly**, from the evidence on record which is almost not disputed, it is established that action of Management is arbitrarily unjust and illegal.

Form the perusal of the record in the light of aforesaid arguments, following issues arises for determination:

1. Whether the petitioner is workman as defined under Section 2(S) of the Act.
2. Whether the action of the Management in terminating services of the petitioner is stigmatic and is arbitrary.

Issue No. 1:-

Section 2(S) of the Act, which defines Workman, is being reproduced as follows:

2(s) "workman" means any person including an apprentice employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward, whether the terms of employment be express or implied, and for the purposes of any proceeding under this Act in relation to an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with, or as a consequence of, that dispute, or whose dismissal, discharge or retrenchment has led to that dispute, but does not include any such person—

(i) who is subject to the Air Force Act, 1950 (45 of 1950), or the Army Act, 1950 (46 of 1950), or the Navy Act, 1957 (62 of 1957); or

(ii) who is employed in the police service or as an officer or other employee of a prison; or

(iii) who is employed mainly in a managerial or administrative capacity; or

(iv) who, being employed in a supervisory capacity, draws wages exceeding ten thousand rupees per mensem or exercises, either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature.....

Learned Counsel for Management has relied on judgment of Hon'ble High Court of Bombay in the case of Union Carbide (India) Ltd. V.s. Ramesh Kumbla and Others reported in MANU/MH/0073/1999 and another judgment of the same High Court in the case of Union Carbide (India) Ltd. V.s. D. Samuel and Others reported in MANU/MH/1713/1998. In these two cases, after analyzing the judgment of various High Courts and Hon'ble Supreme Court, the Single Bench of Hon'ble Bombay High Court has summarized the principles on the basis of which it is to be decided whether the Workman is in supervisory capacity or not. These tests mentioned in Para 34 and 35 of the Judgment are being reproduced as follows:

Para-34. *In so far as the Apex Court is concerned, some of the tests laid down are:*

- (1) Designation is not material but what is important is the nature of work.*
- (2) Find out the dominant purpose of employment and not any additional duties the employee may be performing.*
- (3) Can he bind the Company/employer to some kind of decisions on behalf of the Company/employer.*
- (4) Has the employee power to direct or oversee the work of his subordinates.*
- (5) Has the power to sanction leave or recommend it; and*
- (6) Has he the power to appoint, terminate or take disciplinary action against workmen.*

Para-35. *From the judgment of this Court and the other High Courts some of the tests apart from what the Apex Court has stated are:*

- (a) Whether the employee can examine the quality of work and whether such work is performed in satisfactory manner or not;*
- (b) Does the employee have powers of assigning duties and distribution of work;*
- (c) Can he indent material and distribute the same amongst the workmen;*
- (d) Even though he has no authority to grant leave does he have power to recommend leave;*
- (e) Are there persons working under him;*
- (f) Has he the power to supervise the work of men and not merely machines;*
- (g) Does he mark the attendance of other employees;*
- (h) Does he write the confidential reports of his subordinates.*

Now analyzing the evidence in the case in hand, on the basis of tests laid down in the aforesaid Judgment it comes out that the role and duties of the Applicant/Petitioner have been defined in his letter of Appointment. The **Clause 6.5** of the appointment letter specifically states the following

“6.5 Being appointed in managerial cadre you will work to ensure overall smooth and effective functioning of the department/ establishment/ office/ staff/ employees and will be responsible for the successful and timely completion of any job/work assigned to you. You would adhere to the norms of office discipline including working hours, systems and procedures.”

Though the workman has tried to establish that he was not working in supervisory capacity in his affidavit and cross examination by management, he admits that he had to look after as many as 70 towers in Panna and Satna Districts, he further stated that he had no authority to sanction any leave to any employee nor did he have any authority to initiate disciplinary proceedings against anyone. Management witness has stated on this point that the petitioner had right to issue warning letters to employees, he was obligated to get any defect rectified by the Field Support Engineer/ Technician.

Management has further referred to another judgment of Hon'ble Supreme Court in the case of **Lenin Kumar Rai Vs. M/s. Express Publications arising out of SLP No. (C) 5660/2023 and connected SLP (C) 12876/2024**, in which Hon'ble the Supreme Court has held that the determinative factor for workman covered under Section 2(s) of the Act is the principal duties and functions performed by an employee in the establishment and not merely the designation of his post, also that the onus to prove nature of employment rests on the person claiming to be a workman.

Now, looking into the nature of employment, designation as well the roles and responsibilities mentioned in the appointment letter, the status of petitioner is held not as a workman as defined u/s. 2(s) of the Act. **The case of the Management that Petitioner is not a workman under Section 2(S) of the act is held proved.**

Hence, on the basis of above action the petitioner is held not to be a workman as defined under Section 2(s) of the Act.

Issue No. 1 is answered accordingly.

Issue No. 2:-

It is undisputed that the petitioner remained absent for the period mentioned in the show-cause notices without informing the management and without getting any leave sanctioned. This is also established that he did not join at his transfer place. This is a misconduct as laid down by Hon'ble Supreme Court in the case of **Novartis India Vs. State of West Bengal, reported in (2009) 3 SCC 124**. Hence, the action of management in terminating services of the petitioner on this ground is held justified in law.

Issue No. 2 answered accordingly.

On the basis of findings on issues mentioned above, holding the action of management in terminating his services, the petitioner is held to be entitled to no relief. Petition stands disposed accordingly.

No order as to cost.

DATE:- 03/03/2025

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 8 अप्रैल, 2025

का.आ. 590.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कार्यकारी निदेशक, नेशनल थर्मल पावर कॉर्पोरेशन लिमिटेड, विंध्यनगर, सिंगरौली, (म.प्र.), प्रबंधन के संबद्ध नियोजकों और महासचिव, एनटीपीसी कर्मचारी संघ, विंध्यनगर, सिंगरौली, मध्य प्रदेश, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय, जबलपुर पंचाट (संदर्भ संख्या आईडी नंबर सीजीआईटी/एलसी/ आर/76/2024, को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 08.04.2025 को प्राप्त हुआ था।

[सं. एल-42025-07-20258-93-आईआर (डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 8th April, 2025

S.O. 590.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Ref. No. ID.No. CGIT/LC/R/76/2024**), of the **Central Government Industrial Tribunal cum Labour Court, Jabalpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **The Executive Director, National Thermal Power Corporation Ltd., Vindhyanagar, Singrauli, (M.P.), and The General Secretary, NTPC Karmchari Sangh, Vindhyanagar, Singrauli, Madhya Pradesh**, which was received along with soft copy of the award by the Central Government on 08.04.2025,

[No. L-42025-07-20258-93- IR (DU)]

DILIP KUMAR, Under Secy.

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/76/2024

Present: P.K.Srivastava

H.J.S..(Retd)

The General Secretary,

NTPC Karmchari Sangh

Vindhyanagar, PO-Vindhyanagar

Singrauli, Madhya Pradesh – 486885.

Workman

Versus

The Executive Director

National Thermal Power Corporation Ltd.,

Vindhyachal, PO-Vindhya Nagar

Singrauli, Madhya Pradesh-486885.

Management

LOK-ADALAT AWARD

(Passed on this 08th day of March - 2025.)

As per letter dated 23/10/2024 by the Deputy Chief Labour Commissioner (Central) Jabalpur, Ministry of Labour, the reference is made to this Tribunal under Section - 10 of Industrial Dispute Act, 1947 as per reference number SH-1(44)/2021 dt. 23/10/2024. The dispute under reference related to :-

“Whether the demand of the General Secretary, NTPC Karmchari Sangh, Vindhyanagar, Singrauli against the management of NTPC Ltd., Vindhyachal, Vindhyanagar, Singrauli against increase of Death Relief Scheme contribution from Rs. 100/- to Rs. 200/- is legal, proper and justified ? If yes, to what relief the workmen concerned are entitled to ?”

After registering the case on the basis of the reference, notices were sent to the parties and were duly served on them.

On 08.03.2025, the case was taken in the National Lok-Adalat. Union has already filed affidavit and application stating that the dispute has been settled out of Court and does not exist now.

Since, the dispute has been settled between the parties, no dispute in the reference exists and the reference is answered accordingly.

DATE: 08/03/2025

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 8 अप्रैल, 2025

का.आ. 591.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार निदेशक, उष्ण कटिबंधीय वन अनुसंधान संस्थान, जबलपुर; श्रीमती मनोरमा सिंह, मेसर्स आर्यन सिक्योरिटी

सर्विस, कोलार रोड, भोपाल (म.प्र.), प्रबंधन के संबंधित नियोजकों और अध्यक्ष/महासचिव, टी.एफ.आर.आई. श्रमिक संघ, मंडला रोड, जबलपुर, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय, जबलपुर पंचाट(संदर्भ संख्या आईडी नंबर सीजीआईटी/एलसी/आर/81/2021, को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 08.04.2025 को प्राप्त हुआ था।

[सं. एल -42011/108/2021-आईआर (डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 8th April, 2025

S.O. 591.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. ID.No. CGIT/LC/R/81/2021), of the **Central Government Industrial Tribunal cum Labour Court, Jabalpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **The Director, Tropical Forest Research Institute, Jabalpur ; Smt. Manorma Singh, M/s. Aryan Security Service, Kolar Road, Bhopal (M.P.), and The President/General Secretary, T.F.R.I. Shramik Sangh, Mandla Road, Jabalpur**, which was received along with soft copy of the award by the Central Government on 08.04.2025,

[No. L-42011/108/2021-IR (DU)]

DILIP KUMAR, Under Secy.

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/81/2021

Present: P.K.Srivastava

H.J.S.(Retd)

The President/General Secretary

T.F.R.I. Shramik Sangh

Village – Neemkheda, PO-R.F.R.C.

Mandla Road, Jabalpur-482021

Workman

Versus

1. The Director

Tropical Forest Research Institute

PO-R.F.R.C. Mandla Road,

Jabalpur - 482021

2. M/s. Aryan Security Service

Rep. Smt. Manorma Singh, Prop-SO-02

2nd Floor, Windsor Plaza, Plot No.-47

Sector-A, Banjari Housing Co-op-society,

In Front of Bank of Baroda, Kolar Road

Bhopal (M.P.)-462042

Management

AWARD

(Passed on this 11th day of March - 2025.)

As per letter dated 29/11/2021 by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under section-10 of I.D. Act, 1947 as per reference number L-42011/108/2021/IR(DU) dt. 29/11/2021. The dispute under reference related to :-

“Whether the issue raised by TFRI Shramik Sangh, Jabalpur vide letter dated 19.11.2020 is ‘industrial dispute’ as per ID Act, 1947?”

If yes, whether the action of the management of T.F.R.I. Jabalpur for inviting online tender as per terms and conditions for hiring of manpower for Security and other works in light of issue raised by TFRI Shramik Sangh, Jabalpur vide letter dated 19.11.2020 is proper, legal and justified ? If not, what reliefs the disputant are entitled to and what other directions, if any, are necessary in the matter ?”

In this case, Union and Management except these four workmen Surendra Yadav, Sunil Kumar, Sharad Kumar & Shiv Kumar have already filed a joint application with affidavit stating that the dispute has been settled between them and no dispute remains to be adjudicated. Today these four workmen also have filed same joint application with photocopy of their Aadhar Cards as proof of their identity. Since, the dispute in the reference has been settled between the parties and their remains no dispute to be adjudicated, hence reference stands answered accordingly.

DATE: 11/03/2025

P. K. SRIVASTAVA, Presiding Office

नई दिल्ली, 8 अप्रैल, 2025

का.आ. 592.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पोस्ट मास्टर जनरल, एमपी सर्किल, डाक भवन, डाक विभाग, होशंगाबाद रोड, भोपाल (मप्र), प्रबंधन के संबद्ध नियोजकों और श्री हिमांशु शेखर गिरि, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह-श्रम न्यायालय, जबलपुर पंचाट (संदर्भ संख्या आईडी नंबर सीजीआईटी/एलसी/आर/03/2005, को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 08.04.2025 को प्राप्त हुआ था।

[सं. एल -40012/72/2004-आईआर (डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 8th April, 2025

S.O. 592.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. ID.No. CGIT/LC/R/03/2005), of the **Central Government Industrial Tribunal cum Labour Court, Jabalpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **The Post Master General, MP Circle, Dak Bhawan, Deptt. Of Posts, Hoshangabad Road, Bhopal (M.P.), and Shri Himanshu Shekhar Giri, Worker**, which was received along with soft copy of the award by the Central Government on 08.04.2025,

[No. L-40012/72/2004-IR (DU)]

DILIP KUMAR, Under Secy.

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/03/2005

Present: P.K.Srivastava

H.J.S..(Retd)

Shri Himanshu Shekhar Giri,

S/o Shri Rajendranath, H. No. 128,

Panchsheel Nagar south T.T. Nagar,

Bhopal (M.P.)

Workman

Vs

Post Master General,
MP Circle, Dak Bhawan,
Deptt. Of Posts,
Hoshangabad Road,
Bhopal (M.P.)

Management

(JUDGMENT)**(Passed on this 25th day of February -2025)**

As per letter dated **24/11/2004** by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under Section-10 of Industrial Disputes Act, 1947 (in short the 'Act') as per Notification **No. L-40012/72/2004-IR(DU)** dt. **24/11/2004**. The dispute under reference relates to:

"Whether the action of the management of Post Master General, Department of Post Office, Bhopal in terminating the services of Shri Himanshu Shekhar Giri w.e.f. 10/11/2002 is justified? If not, to what relief the Workman is entitled?"

Notices were issued to the parties.

The workman submitted statement of claim alleging that he was appointed by the employer on 22.06.1998 for distribution of Postal Dak. He was appointed on the post of EDDA. He was illegally terminated on 10.11.2002. No charge-sheet was ever issued to him. The workman had continuously discharged his duties from 22.06.1998 to 10.11.2002. He had completed more than 240 days in every calendar year. He is entitled for permanent status under the provisions of ID Act. No notice was issued, no retrenchment compensation was paid, and therefore, the termination of his services is illegal. One Bindu Markode was employed after his termination and thus the reinstatement with back wages was prayed.

The employer filed the written statement thereby opposing the claim made by the workman. It was pleaded that the post of GDS (EDA) is at lowest stage. TRCA is paid to GDS instead of regular pay. For GDS employee, recruitment and service conditions are provided as per GDS Service Rules, 2001. Earlier the rules were known as GDS Rules, 1964. The engager is entitled only for TRCA and he is not entitled for any other right or claim either for regular appointment or regularization. The workman was engaged on behalf of regular GDS. He has worked in place of regular GDS only. He is not entitled to any relief. It was reiterated by the employer that the workman was never appointed as regular EDA or casual Labour in the department. It was denied that his services were illegally terminated on 10.11.2002. The workman was engaged by EDA on his personal responsibilities. He was not appointed by department. There was no question of issuing any charge-sheet or warning to the workman. The provisions of ID Act are not applicable as workman was never appointed as casual Labour and, therefore, there was no question of his absorption in department. Whenever an EDA proceeds on leave, is required to engage his substitute at his risk. As original EDA joined service after returning from leave, therefore, the services of the workman were dispensed with.

By award dated 06.11.2015, it was held that workman was engaged as a substitute of regular EDA who proceeded on leave. However, Section 25-F of ID does not differentiate between workman working regularly or engaged as substitute. If any workman completes continuous service more than one year and is denied under Section 25 B, services of workman cannot be terminated without notice. Therefore, the workman was entitled for protection of Section 25-F of ID Act. Accordingly, an award was passed holding the termination of services of the workman was not proper. However, in lieu of reinstatement a compensation of Rs. 75,000/- was awarded.

This Award was challenged by the parties in W.P. No. 3175/2016 and 3244/2016 before Hon'ble Court of M.P. at Jabalpur and were decided by a Single Bench by a common Order dated 25.09.2024. It was observed by the Writ Court that though the objection with respect to the status of the Applicant whether he was a Workman or not, was raised for the first time before it, but since it goes to the root of the litigation, it could not be rejected. The Award was set-aside and the matter was recommended to this Tribunal with following directions.

"The CGIT-cum-Labour Court shall frame an issue and decide the question with regard to status of the workman and will decide the question of maintainability of the reference. If the status of the workman is held to be a civil servant, the reference shall be dismissed or else the compensation in lieu of re-instatement be maintained."

It is under the direction of the Hon'ble High Court issue was framed as follows:

Whether the Applicant is a workman as defined in Industrial Disputes Act, 1947.

I have heard argument of Learned Senior Counsel Mr. Anoop Nair assisted by Mr. Neeraj Kevat for Workman and Mr. Manoj Singh Learned Counsel for Management. Parties have filed written arguments also. I have gone through the Written Arguments and the record.

Section 2(s) of the Industrial Disputes Act, 1947 defines workman as follows:

"workman" means any person (including an apprentice) employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward, whether the terms of employment be express or implied, and for the purposes of any proceeding under this Act in relation to an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with, or as a consequence of, that dispute, or whose dismissal, discharge or retrenchment has led to that dispute, but does not include any such person:

- (i) *who is subject to the Air Force Act, 1950 (45 of 1950), or the Army Act, 1950 (46 of 1950), or the Navy Act, 1957 (62 of 1957); or*
- (ii) *who is employed in the police service or as an officer or other employee of a prison, or*
- (iii) *who is employed mainly in a managerial or administrative capacity, or*
- (iv) *who, being employed in a supervisory capacity, draws wages exceeding [ten thousand rupees] per mensem or exercises, either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature.*

Learned Counsel for Management has referred to judgment of Hon'ble Supreme Court in **the case of Sub-Divisional Inspector of Post Vaikam and Others Vs. Theyyam Joseph and Others reported in AIR 1996 SC 1271** wherein it has been held that the Postal Department is not an Industry as defined in the Industrial Dispute Act, and the extra departmental agents are not workman under the Industrial Dispute Act, Hence, this Tribunal has no jurisdiction to entertain the claim.

Learned Senior Counsel for workman has referred to another full **Court Judgment of Hon'ble Supreme Court in the case of General Manager Telecom Vs. A. Srinivasa Rao Reported in 1997 (Vol. 8) SCC** in which three Judge Bench of Hon'ble Supreme Court overruled its judgment in Telecom Case (supra) and held that the Postal Department is also a Industry as defined in the Industrial Dispute Act. Learned Senior Counsel has submitted that in the light of the Judgment in **Srinivasa Rao case (supra)** this Tribunal is within its power to entertain the reference. This argument has been countered by Learned Counsel for Management with a argument that the observation of Hon'ble Supreme Court in the **case of Theyyam (supra)** that since there are specific rules with respect to recruitment etc. of extra departmental agents, they are not Workman as defined under Section 2(s) of the ID Act, 1947 has not been overruled, the applicant is still not a Workman under the Act. The argument from the side of Management appears to be convincing and is accepted because the finding in the previous judgement in the **case of Theyyam (supra)** that the extra departmental agents are not Workman have not been overruled by the full Bench in the **A. Srinivasa case (supra)**. **Hence, the Applicant is held not a workman as defined under Section 2(s) of the Act and the issue is answered accordingly.**

Consequently, the reference is held not entertainable by this Tribunal.

AWARD

In the light of above discussion and findings, as mentioned above, the reference stands answered against the Workman.

No order as to cost.

DATE:-25/02/2025

P. K. SRIVASTAVA, Presiding Officer